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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF KROLL RESTRUCTURING ADMINISTRATION LLC  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this application (the “Application”):

**Relief Requested**

1. The Debtors previously filed an application (the “Claims Agent Application”) for an order appointing Kroll Restructuring Administration LLC (“Kroll”)<sup>2</sup> as claims and noticing agent pursuant to 28 U.S.C. § 156(c), which application was granted by this Court on April 25, 2023 [Docket No. 93]. The Debtors believe that administration of these Chapter 11 Cases will require Kroll to perform services arguably outside the scope of the order approving the Claims Agent Application, including assisting the Debtors with the preparation of their schedules of assets and liabilities and statements of financial affairs (collectively, the “Schedules and Statements”) as well as with the plan solicitation and confirmation process.

2. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), authorizing, but not directing, the Debtors to employ and retain Kroll so that it may perform services as their administrative advisor (“Administrative Advisor”) in accordance with that certain engagement agreement dated January 20, 2023<sup>3</sup> by and between the Debtors and Kroll (the “Engagement Agreement”), a copy of which is attached hereto as **Exhibit 1** to **Exhibit A**. The Debtors request that Kroll’s retention be effective as of the Petition Date, the date on which Kroll began providing services to the debtors including the provision of Administrative Advisor services. In support of this Application, the Debtors submit the declaration of Benjamin J. Steele (the “Steele Declaration”), a copy of which is attached hereto as **Exhibit B**.<sup>4</sup>

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<sup>2</sup> Effective March 29, 2022, Prime Clerk LLC changed its name to Kroll Restructuring Administration LLC. There has not been any change in the company’s leadership, ownership, or organizational structure.

<sup>3</sup> The copy of the Engagement Letter attached to the Debtors’ application to retain Kroll pursuant to 28 U.S.C. § 156(c) was inadvertently dated January 20, 2022. A corrected copy is attached to this Application.

<sup>4</sup> Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the *Declaration of Holly Etlin, Chief Restructuring Officer and Chief Financial Officer of Bed Bath & Beyond Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”). A

### **Jurisdiction and Venue**

3. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

### **Background**

6. The Debtors are the largest home goods retailer in the United States, offering everything from bed linens to cookware to home organization, baby care, and more. In addition to their e-commerce website, the Debtors offer merchandise through their Bed Bath & Beyond stores and their buybuy BABY stores with locations across North America. Headquartered in Union, New Jersey, Bed Bath & Beyond Inc. is a publicly traded company that currently employs approximately 14,000 non-seasonal employees.

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detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ Chapter 11 Cases is set forth in greater detail in the First Day Declaration, filed contemporaneously herewith and incorporated by reference herein.

7. The Debtors commenced these Chapter 11 Cases (these “Chapter 11 Cases”) to implement a timely and efficient process to maximize the value of the Debtors’ estates for the benefit of all stakeholders. Through these cases, the Debtors will immediately commence an orderly and value-maximizing wind down of their business, while marketing a sale of all or part of their business on a timeline consented to by their prepetition and DIP lenders.

8. On April 23, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 24, 2023, the Court entered an order [Docket No. 75] authorizing procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). On May 5, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 218]. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

#### **Kroll’s Qualifications**

9. Kroll is comprised of industry-leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll’s professionals have experience in noticing, claims administration, assisting with the preparation of the Schedules and Statements, solicitation, balloting, and facilitating other administrative aspects of the chapter 11 cases and experience in matters of this size and complexity. Kroll’s professionals have acted as debtors’ counsel, official claims and noticing agent, and/or administrative advisor in many large bankruptcy cases in this circuit and elsewhere. *See, e.g., In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Nov. 30, 2022); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Nov.

22, 2022); *In re Endo Int'l plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Sept. 9, 2022); *In re GenapSys, Inc.*, No. 22-10621 (BLS) (Bankr. D. Del. July 13, 2022); *In re SAS AB*, No. 22-10925 (MEW) (Bankr. S.D.N.Y. July 8, 2022); *In re Revlon Inc.*, No. 22-10760 (DSJ) (Bankr. S.D.N.Y. June 17, 2022); *In re TPC Grp. Inc.*, No. 22-10493 (CTG) (Bankr. D. Del. June 2, 2022); *In re Ruby Pipeline, LLC*, No. 22-10278 (CTG) (Bankr. D. Del. Apr. 4, 2022); *In re Diocese of Camden*, No. 20-21257 (JNP) (Bankr. D.N.J. Oct. 8, 2020); *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D.N.J. Mar. 13, 2020); *In re Hollister Constr. Servs., LLC*, No. 19-27439 (MBK) (Bankr. D.N.J. Sept. 16, 2019); *In re Aceto Corp.*, No. 19-13448 (VFP) (Bankr. D.N.J. Feb. 22, 2019); *In re Frank Theatres Bayonne/South Cove, LLC*, No. 18-34808 (SLM) (Bankr. D.N.J. Dec. 21, 2018); *In re Mountain Creek Resort, Inc.*, No. 17-19899 (SLM) (Bankr. D.N.J. May 17, 2017).

**Services to be Provided**

10. The Debtors seek to retain Kroll as Administrative Advisor to provide, among other things, the following bankruptcy administration services, if and to the extent requested:

- (a) provide consulting services regarding legal noticing, claims, management, and reconciliation;
- (b) assist with among other things, the preparation of confidential online workspaces and data rooms;
- (c) assist with, among other things, the preparation of the Debtors' Schedules and Statements and the gathering of data in conjunction therewith;
- (d) assist with, among other things, solicitation, balloting and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties-in-interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- (e) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- (f) manage and coordinate any distributions pursuant to a chapter 11 plan; and

- (g) provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Claim Agent Application, as may be requested from time to time by the Debtors, the Court, or the Office of the Clerk of the Bankruptcy Court (the “Clerk”).<sup>5</sup>

11. The Debtors believe that Kroll is well qualified and able to provide the foregoing services to the Debtors. Kroll has indicated a willingness to act on behalf of the Debtors, on the terms described herein.

### **Professional Compensation**

12. The fees Kroll will charge in connection with providing services to the Debtors are set forth in the Engagement Agreement. The Debtors respectfully submit that Kroll’s rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtors conducted a review and competitive comparison of other firms and reviewed the rates of other firms before retaining Kroll with respect to these Chapter 11 Cases. The Debtors believe Kroll’s rates are more than reasonable given the quality of Kroll’s services and its professionals’ bankruptcy expertise. Additionally, Kroll will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Engagement Agreement.

13. Kroll intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred in connection with the services it provides as Administrative Advisor pursuant to and consistent with the Engagement Agreement. Kroll will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and orders of the Court entered in these Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

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<sup>5</sup> For the avoidance of doubt, the list of services to be provided as set forth herein is not intended to limit the scope of services set forth in the Claims Agent Application.

14. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Kroll and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Kroll's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Advisor in these Chapter 11 Cases.

**Kroll's Disinterestedness**

15. Kroll has reviewed its electronic database to determine whether it has any relationships with the creditors and parties-in-interest provided by the Debtors and, to the best of the Debtors' knowledge, information and belief, and except as may be otherwise disclosed in the Steele Declaration, Kroll is a "disinterested person" within the meaning of Section 101(14) of the Bankruptcy Code as required by Section 327 of the Bankruptcy Code and does not hold or represent any interest adverse to the Debtors, their estates or creditors. The Debtors have been informed that Kroll will continue conducting a review of its files to ensure that no disqualifying circumstances arise.

16. Kroll believes that it does not have any relationships with creditors or parties-in-interest that would present a disqualifying conflict of interest.

17. Kroll will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Basis for Relief Requested**

18. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

19. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

20. The Debtors seek entry of an order authorizing the retention and employment of Kroll as Administrative Advisor in order to relieve the Debtors of the significant noticing and other administrative tasks involved in these Chapter 11 Cases, including the preparation of the Schedules and Statements and the chapter 11 plan solicitation process. In light of the numerous creditors and other parties-in-interest that are involved in these Chapter 11 Cases, the Debtors submit that Kroll's retention as Administrative Advisor is in the best interest of the Debtors' estates and their creditors, and that the terms set forth in the Engagement Agreement are fair and reasonable.

#### **Request of Waiver of Stay**

21. To the extent that the relief sought in the Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Application is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.



**No Prior Request**

22. No prior request for the relief sought in this Application has been made to this Court or any other court.

**Notice**

23. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agent counsel thereto; (e) Davis Polk & Wardwell, LLP, and Greenberg Traurig, LLP, in their capacity as counsel to the Prepetition ABL Agent; (f) the indenture trustee to the Debtors' Senior Unsecured Notes; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the U.S. Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the monitor in the CCAA proceeding and counsel thereto; (l) the Debtors' Canadian Counsel; (m) and any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank]*

**WHEREFORE**, the Debtors respectfully request that the Court enter an order in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: May 15, 2023

*/s/ Michael D. Sirota*

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

**Exhibit A**

**Proposed Order**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<b>Caption in Compliance with D.N.J. LBR 9004-1(b)</b>	
<b>KIRKLAND &amp; ELLIS LLP KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b> Joshua A. Sussberg, P.C. (admitted <i>pro hac vice</i> ) Emily E. Geier, P.C. (admitted <i>pro hac vice</i> ) Derek I. Hunter (admitted <i>pro hac vice</i> ) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com emily.geier@kirkland.com derek.hunter@kirkland.com	
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<i>Proposed Co-Counsel for Debtors and Debtors in Possession</i>	
In re:	Chapter 11
BED BATH & BEYOND INC., <i>et al.</i> ,	Case No. 23-13359 (VFP)
Debtors. <sup>1</sup>	(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT  
AND RETENTION OF KROLL RESTRUCTURING ADMINISTRATION  
LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through seven (7), is hereby  
**ORDERED.**

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<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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Upon the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* (the "Application"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order"), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 2016-1, authorizing the Debtors to employ and retain Kroll Restructuring Administration LLC ("Kroll") so that it may perform services as administrative advisor ("Administrative Advisor") effective as of the Petition Date; all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and upon the Declaration of Benjamin J. Steele in support thereof; and the Court being satisfied that Kroll does not hold or represent any interest adverse to the Debtors, their estates, or their creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and that said employment would be in the best interest of

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: BED BATH & BEYOND INC., *et al.*  
Case No. 23-13359 (VFP)  
Caption of Order: Order Authorizing the Debtors' Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

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the Debtors, their respective estates and creditors, and all parties-in-interest, and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** to the extent set forth herein.
2. The Debtors are authorized to retain Kroll as Administrative Advisor, effective as of the Petition Date, pursuant to section 327(a) of the Bankruptcy Code and under the terms of the Engagement Agreement attached hereto as **Exhibit 1**, and Kroll is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Any services Kroll will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
4. Kroll is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Engagement Agreement.
5. Kroll shall apply to the Court for allowance of compensation and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with the applicable

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Debtors: BED BATH & BEYOND INC., *et al.*  
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provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.

6. The Debtors shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

7. Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

8. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either: (i) judicially determined to have arisen from Kroll's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Kroll's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Kroll should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

9. If, before the earlier of the entry of an order (i) confirming a chapter 11 plan in these Chapter 11 Cases (that determination having become final) or (ii) closing these Chapter 11 Cases, Kroll believes that it is entitled to the payment of any amounts by the Debtors on account

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Debtors: BED BATH & BEYOND INC., *et al.*  
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of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtors may not pay any such amounts to Kroll before the entry of an order of this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Kroll for indemnification, contribution, or reimbursement and is not intended to limit the duration of the Debtors' obligation to indemnify Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

10. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

11. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 6 thereof, by this Order, the Court is not authorizing Kroll to establish financial accounts with financial institutions on behalf of the Debtors.

12. Notwithstanding anything to the contrary contained in the Engagement Agreement, the 1.5% late charge in paragraph 2(c) of the Engagement Agreement shall not be assessed during the pendency of these Chapter 11 Cases.

13. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 15 thereof, the Court shall have exclusive jurisdiction over Kroll's engagement during the pendency of these Chapter 11 Cases, and the Arbitration clause shall have no force or effect during the pendency of these Chapter 11 Cases.



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Debtors: BED BATH & BEYOND INC., *et al.*  
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14. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 2(h) thereof, Kroll shall provide at least ten (10) days' notice of any increases in its billing rates, subject to the parties in interest's right to object to any such increases.

15. Notwithstanding anything to the contrary in the Engagement Agreement, in the event that any of these Chapter 11 Cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of Kroll.

16. To the extent applicable, Kroll shall exclude the Debtors' bankruptcy cases and related information, as well as information regarding any of the Debtors' non-Debtor affiliates, from any file sharing arrangement with Xclaim, Inc. or any other entity operating a marketplace or similar service to facilitate trade or resolution of claims held against bankruptcy or insolvent entities.

17. In the event of any inconsistency between the Engagement Agreement and this Order, this Order shall govern.

18. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

20. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

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Restructuring Administration LLC as Administrative Advisor Effective as  
of the Petition Date

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21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Engagement Agreement**



## **Kroll Restructuring Administration LLC Engagement Agreement**

This Agreement is entered into as of January 20, 2023 between Kroll Restructuring Administration LLC ("**Kroll**") and Bed Bath & Beyond Inc. (together with its affiliates and subsidiaries, the "**Company**").<sup>1</sup>

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **1. Services**

- (a) Kroll agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Company acknowledges and agrees that Kroll will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Kroll may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Kroll shall not provide the Company or any other party with legal advice.

### **2. Rates, Expenses and Payment**

- (a) Kroll will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"); provided, however that Kroll will provide a discount of 10% off the attached hourly rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Kroll in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Kroll will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Kroll may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

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<sup>1</sup> The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



- (d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Kroll within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Kroll or paid by Kroll to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Kroll an advance of \$100,000. Kroll may use such advance against unpaid fees and expenses hereunder. Kroll may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Kroll may hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Kroll reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Kroll shall provide 30 days' notice to the Company of such increases.

### **3. Retention in Bankruptcy Case**

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file applications with the Bankruptcy Court to retain Kroll (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Kroll.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Kroll will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

### **4. Confidentiality**

- (a) The Company and Kroll agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.



## **5. Property Rights**

Kroll reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Kroll for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Kroll hereunder.

## **6. Bank Accounts**

At the request of the Company or the Company Parties, Kroll shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Kroll's agreement with financial institutions, Kroll may receive compensation from such institutions for the services Kroll provides pursuant to such agreement.

## **7. Term and Termination**

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Kroll that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Kroll invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Kroll where Kroll reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Kroll is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Kroll of its duties under such retention, which order shall be in form and substance reasonably acceptable to Kroll.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Kroll hereunder.
- (d) If this Agreement is terminated, Kroll shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Kroll shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

## **8. No Representations or Warranties**

Kroll makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



## 9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Kroll and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the ***"Indemnified Parties"***) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, ***"Losses"***) resulting from, arising out of or related to Kroll's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Kroll and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Kroll hereunder shall exclude Losses resulting from Kroll's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

## 10. Limitations of Liability

Except as expressly provided herein, Kroll's liability to the Company for any Losses, unless due to Kroll's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Kroll's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Kroll for Services provided hereunder. In no event shall Kroll be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

## 11. Company Data

- (a) The Company is responsible for, and Kroll does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Kroll and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, **"SOFAs and Schedules"**). Kroll bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Kroll that before delivery of any information to Kroll: (i) the Company has full authority to deliver such information to Kroll; and (ii) Kroll is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Kroll by the Company may be retained by Kroll until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Kroll under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Kroll. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the



Company has not utilized Kroll's Services for a period of 90 days or more, Kroll may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice; provided that undeliverable mail may be disposed of upon closing of the case without notice to the client. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Kroll.

- (d) If Kroll is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.
- (e) Kroll may use Company's name and logo on its website and in its promotional materials to state that Company is a customer of Kroll and its Services during and after the term of this Agreement.

## **12. Non-Solicitation**

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Kroll during the term of this Agreement and for a period of 12 months after termination thereof unless Kroll provides prior written consent to such solicitation or retention.

## **13. Force Majeure**

Whenever performance by Kroll of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Kroll's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

## **14. Choice of Law**

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **15. Arbitration**

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act.

## **16. Integration; Severability; Modifications; Assignment**

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals,





understandings, agreements and communications between the parties relating to the subject matter hereof.

- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Kroll.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Kroll may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

#### **17. Effectiveness of Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

#### **18. Notices**

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Kroll: Kroll Restructuring Administration LLC  
55 East 52nd Street, 17th Floor  
New York, NY 10055  
Attn: Legal Department  
Tel: (212) 257-5450  
Email: [Legal@kbs.kroll.com](mailto:Legal@kbs.kroll.com)

If to the Company: Bed Bath & Beyond Inc.  
650 Liberty Ave.  
Union, New Jersey 07083  
Attn: David Kastin  
Tel: 908-688-0888  
Email: [david.kastin@bedbath.com](mailto:david.kastin@bedbath.com)

With a copy to: Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attn: Emily E. Geier  
Tel: (212) 446-6429  
Email: [emily.geier@kirkland.com](mailto:emily.geier@kirkland.com)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**Kroll Restructuring Administration LLC**

A handwritten signature in blue ink, appearing to read "Shira Weiner".

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By: Shira Weiner  
Title: General Counsel

Bed Bath & Beyond Inc.

A handwritten signature in black ink, appearing to read "David Kastin".

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By: David Kastin  
Title: EVP - Chief Legal Officer



## RATES

Quality.  
Partnership.  
Expertise.  
Innovation.

### Claim and Noticing Rates

TITLE	HOURLY RATE
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<b>Analyst</b> The Analyst processes incoming proofs of claim, ballots and return mail, and physically executes outgoing mailings with adherence to strict quality control standards.	\$30 - \$60
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<b>Technology Consultant</b> The Technology Consultant provides database support for complex reporting requests and administers complicated variable data mailings.	\$35 - \$110
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<b>Consultant/Senior Consultant</b> The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing of claims objections and transfers. Consultants have between three and five years of experience.  The Senior Consultant directs the data collection process for the master mailing list and Schedules & SOFA, oversees all mailings, performs quality control checks on all claims and ballots, and generates claim and ballot reports. Senior Consultants average over five years of experience.	\$65 - \$195
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<b>Director</b> The Director is the lead contact for the company, counsel and advisors on the case engagement and oversees all aspects of the bankruptcy administration, including managing the internal case team. In many instances, the executives of Kroll Restructuring Administration will serve in this role at this rate. Directors have over ten years of experience and are typically former restructuring attorneys or paralegals.	\$175 - \$245
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#### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://www.kroll.com).



## RATES

Quality.  
Partnership.  
Expertise.  
Innovation.

### Solicitation, Balloting and Tabulation Rates

TITLE	HOURLY RATE
<p>Solicitation Consultant</p> <p>The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. Solicitation Consultants average over five years of experience.</p>	\$220
<p>Director of Solicitation</p> <p>The Director of Solicitation is the lead consultant in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. Kroll Restructuring Administration's Director of Solicitation has over 15 years of experience and is a former restructuring attorney.</p>	\$245

### Printing & Noticing Services

Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard E-mail Noticing	No charge
Fax Noticing	\$0.10 per page
Proof of Claim Acknowledgment Card	\$0.10 per card
Envelopes	Varies by Size

### Newspaper and Legal Notice Publishing

Coordinate and publish legal notices	Available on request
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#### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://kroll.com).



## RATES

Quality.  
Partnership.  
Expertise.  
Innovation.

<b>Case Website</b>	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
<b>Client Access</b>	
Access to secure client login (unlimited users)	No charge
Client customizable reports on demand or via scheduled email delivery (unlimited quantity)	No charge
Real time dashboard analytics measuring claim and ballot information and document processing status	No charge
<b>Data Administration and Management</b>	
<i><b>Kroll does not charge for automated processes, encrypted bandwidth and other similar components of overhead.</b></i>	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	\$0.12 per image
Data Storage, maintenance and security	\$0.10 per record per month
Virtual Data Rooms	Available on request
<b>On-line Claim Filing Services</b>	
On-line claim filing	No charge
<b>Call Center Services</b>	
Case-specific voice-mail box	No charge
Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
<b>Disbursement Services &amp; Securities Eligibility Services</b>	
Securities Eligibility Services	Available on request
Check issuance and/or Form 1099	Available on request
W-9 mailing and maintenance of EIN/TIN database	Standard rates

### About Kroll

As the leading independent provider of risk and financial advisory solutions, Kroll leverages our unique insights, data and technology to help clients stay ahead of complex demands. Kroll's global team continues the firm's nearly 100-year history of trusted expertise spanning risk, governance, transactions and valuation. Our advanced solutions and intelligence provide clients the foresight they need to create an enduring competitive advantage. At Kroll, our values define who we are and how we partner with clients and communities. Learn more at [kroll.com](https://kroll.com).

**Exhibit B**

**Steele Declaration**

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

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**COLE SCHOTZ P.C.**

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msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**DECLARATION OF BENJAMIN J. STEELE  
IN SUPPORT OF THE DEBTORS' APPLICATION FOR  
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF KROLL RESTRUCTURING ADMINISTRATION LLC  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Managing Director of Kroll Restructuring Administration LLC (“Kroll”),<sup>2</sup> a chapter 11 administrative services firm whose offices are located at 55 East 52nd Street, 17th Floor, New York, NY 10055. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor effective as of the Petition Date, (the “Application”)<sup>3</sup> which was filed contemporaneously herewith.

3. Kroll is comprised of industry leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll’s professionals have experience in noticing, claims administration, assisting with the preparation of Schedules, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Kroll’s professionals have acted as debtors’ counsel, official claims and noticing agent, and/or administrative advisor in many large bankruptcy cases in this circuit and elsewhere. *See, e.g., In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J) (Nov. 30, 2022); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Nov. 22, 2022); *In re Endo Int’l plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Sept. 6, 2022); *In re GenapSys, Inc.*, No. 22-10621 (BLS) (Bankr. D. Del. July 13, 2022); *In re TPC Group Inc.*, No. 22-10493 (CTG) (Bankr. D. Del. June 2, 2022); *In re SAS AB*, No. 22-10925 (MEW) (Bankr. S.D.N.Y. July 8, 2022); *In re Revlon Inc.*, No. 22-10760 (DSJ) (Bankr. S.D.N.Y. Jun 17, 2022); *In re Ruby*

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<sup>2</sup> Effective March 29, 2022, Prime Clerk LLC changed its name to Kroll Restructuring Administration LLC. There has not been any change in the company’s leadership, ownership, or organizational structure.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.



*Pipeline, LLC*, No. 22-10278 (CTG) (Bankr. D. Del. Apr. 4, 2022); *In re Diocese of Camden, New Jersey*, No. 20-21257 (JNP) (Bankr. D.N.J. Oct. 8, 2020); *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D.N.J. Mar. 13, 2020); *In re Hollister Constr. Servs., LLC*, No. 19-27439 (MBK) (Bankr. D.N.J. Sept. 16, 2019); *In re Aceto Corp.*, No. 19-13448 (VFP) (Bankr. D.N.J. Feb. 22, 2019); *In re Frank Theatres Bayonne/South Cove, LLC*, No. 18--34808 (SLM) (Bankr. D.N.J. Dec. 21, 2018); *In re Mountain Creek Resort, Inc.*, No. 17-19899 (SLM) (Bankr. D.N.J. May 17, 2017).

4. As Administrative Advisor, Kroll will perform the bankruptcy administration services specified in the Application and the Engagement Agreement. In performing such services, Kroll will charge the Debtors the rates set forth in the Engagement Agreement.

5. Kroll is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Kroll and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of these Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. A copy of this list of Potential Parties in Interest is attached hereto as **Schedule 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, (i) the Debtors, (ii) the Debtors’ current officers and directors; (v) the Debtors’ 30 largest unsecured creditors

and significant clients; (vi) the Debtors' landlords and significant vendors; (viii) the Debtors' litigation counterparties; and (ix) the Debtors' proposed professionals.

7. The results of the conflict check were compiled and reviewed by Kroll professionals under my supervision. At this time, and as set forth in further detail herein, Kroll is not aware of any connection that would present a disqualifying conflict of interest. Should Kroll discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Kroll will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Kroll nor any of its professionals have any materially adverse connection to the Debtors, their creditors, or other relevant parties. Kroll may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Kroll serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

9. Certain of Kroll's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties-in-interest in these cases. Such firms include Kirkland & Ellis LLP ("K&E"); Weil, Gotshal & Manges LLP; O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Proskauer Rose LLP; Curtis, Mallet-Prevost, Colt & Mosle LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Gibson, Dunn & Crutcher LLP; Willkie Farr & Gallagher LLP; Jones Day; Shearman & Sterling LLP; KPMG LLP ("KPMG"); PricewaterhouseCoopers LLP ("PwC"); Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc.; and Kurtzman Carson Consultants LLC. Except as disclosed herein, these professionals did not work on any matters involving the

Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these Chapter 11 Cases were filed.

10. Kroll hereby discloses the following connections, each of which Kroll believes does not present an interest adverse to the Debtors and is disclosed solely out of abundance of caution:

- I was previously an associate at K&E, proposed co-counsel to the Debtors in these Chapter 11 Cases. In addition, Brad Weiland, a Managing Director of Kroll, was previously a partner at K&E. I left K&E in August 2013, and Mr. Weiland left K&E in November 2021. Neither I nor Mr. Weiland worked on any matter involving the Debtors while employed by K&E.
- I understand that K&E has represented and currently represents Kroll in matters unrelated to the Debtors and these Chapter 11 Cases. I do not believe that these connections preclude Kroll from meeting the disinterestedness standard under the Bankruptcy Code.
- James Waldron, former Clerk of the United States Bankruptcy Court for the District of New Jersey, joined Kroll as Senior Advisor in March 2017. Mr. Waldron was not employed as Clerk of the United States Bankruptcy Court for the District of New Jersey when these Chapter 11 Cases were filed.
- Jordan Searles is a Director at Kroll. Mr. Searles' brother, Adam Searles, is a Director at AlixPartners, LLC, the Debtors' proposed restructuring advisor. Jordan Searles was also previously an audit associate at KPMG, which is identified as a vendor and ordinary course professional on the list of Potential Parties in Interest. Mr. Searles left KPMG in 2014. Mr. Searles did not work on any matters involving the Debtors during his time at KPMG.
- Heidi Stern, Chief Financial Officer for Kroll and its divisional affiliates, and Diana Shih, Controller at Kroll, were formerly associates at PwC, one of the Debtors' ordinary course professionals. Ms. Stern and Ms. Shih left PwC in 2011. Neither Ms. Stern nor Ms. Shih worked on any matters involving the Debtors during their time at PWC.
- Stacey Corr-Irvine is a Director at Kroll. Mrs. Corr-Irvine's husband is a Vice President of Fixed Income Finance at JP Morgan Chase Bank, N.A., one of the Debtors' banks and secured lenders. Mr. Irvine's role is administrative in nature, and he is not involved in any investment decisions.
- Shira D. Weiner is General Counsel of Kroll and its divisional affiliates. Ms. Weiner's husband, Marc Penziner, is a principal at Bernstein Global Wealth Management ("BGWM"), the private wealth management division of AllianceBernstein L.P., a bondholder and unsecured lender in these cases. The business of BGWM is focused on investment research and management and BGWM does not engage in investment banking or proprietary trading, nor does it have any overlap with, involvement in, or

discretion over, portfolio/fund investment decisions. Ms. Weiner's role is primarily administrative and she does not generally work on any of the firm's cases.

- Certain employees of Kroll may have or had gift certificates, gift cards, or loyalty certificates issued by the Debtors, or be members of the Debtors' Welcome Rewards program.

11. Kroll is an indirect subsidiary of Kroll, LLC ("Kroll Parent"). Kroll Parent is the world's premier provider of services and digital products related to governance, risk, and transparency. Within the Kroll Parent corporate structure, Kroll operates independently from Kroll Parent. As such, any relationships that Kroll Parent and its affiliates maintain do not create an interest of Kroll's that is materially adverse to the Debtors' estates or any class of creditors or security holders. Kroll Parent is not currently identified on the Potential Parties in Interest list, but Kroll makes this disclosure out of an abundance of caution.

12. Kroll, as well as its personnel, has and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' Chapter 11 Cases. Kroll may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

13. Kroll and its personnel, in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Kroll, or its personnel, may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Kroll or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

14. As part of its conflicts check process, Kroll submitted for review by each of its partners and employees the list of Potential Parties in Interest provided by the Debtors to determine

whether any partner or employee holds an adverse interest to any of the Debtors and/or is a “disinterested person,” as such term is defined in the Bankruptcy Code. In addition, the partners and employees of Kroll were asked to review their investment holdings, to the extent possible, to determine whether they have any direct or indirect ownership of the Debtors’ securities. Upon information and belief, and upon such reasonable inquiry by Kroll and the results thereof, except as otherwise disclosed herein, Kroll is not aware that any of its partners or employees directly or indirectly own any debt or equity securities of a company that is a Debtor or of any of its affiliates. Moreover, Kroll has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to non-discretionary Investment Funds (as defined below), all Kroll partners and employees are barred from trading in securities with respect to matters in which Kroll is retained.

15. As a general matter, in the infrequent case when a Kroll partner or employee may, directly or indirectly, own a debt or equity security of a company which may become or becomes a debtor or a debtor affiliate, such ownership would be substantially less than one percent of any such debtor or debtor affiliate. Additionally, from time to time, Kroll partners or employees may personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the “Investment Funds”), through which such individuals may indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors or their affiliates. Any partner or employee who has made any such investment does not manage or otherwise control such Investment Fund. The Investment Funds are managed by third parties, and Kroll partners or employees that may invest in the particular Investment Fund have no influence, discretion, or control over the Investment Fund’s decision to buy, sell or vote any particular debt or equity securities comprising the particular Investment Fund

and in certain instances, partners or employees may not be aware of the particular debt or equity securities comprising the particular Investment Fund.

16. Kroll further declares that Kroll does not now have, nor has it ever had, any contract or agreement with XClaim Inc. or with any other party under which Kroll provided, provides, or will provide exclusive access to claims data and/or under which Kroll would be compensated for claims data made available by Kroll.

17. Based on the foregoing, I believe that Kroll is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge and belief, neither Kroll nor any of its partners or employees hold or represent any interest adverse to the Debtors’ estates.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: May 15, 2023

/s/ Benjamin J. Steele

Benjamin J. Steele  
Managing Director  
Kroll Restructuring Administration LLC

**Schedule 1**

**Potential Parties in Interest**

## **SCHEDULE 1**

### **List of Schedules**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtor
1(b)	Non-Debtor Affiliate
1(c)	Director/Officer
1(d)	Equity Shareholder
1(e)	Bondholder
1(f)	Debtor Professional
1(g)	Depository Banks
1(h)	Freight Provider
1(i)	Guarantor
1(j)	Insurance Provider
1(k)	Interested Party
1(l)	Landlord
1(m)	Lender Advisor
1(n)	Letter of Credit Beneficiary
1(o)	Letter of Credit Provider
1(p)	Litigation
1(q)	Office of the United States Trustee & Judge
1(r)	Ordinary Course Professional
1(s)	Secured Lender
1(t)	Trade
1(u)	UCC Lien
1(v)	Unsecured Noteholder
1(w)	Utility Provider



## **SCHEDULE 1(a)**

### **Debtor**

Alamo Bed Bath & Beyond Inc.  
BBB Canada LP Inc.  
BBB Value Services Inc.  
BBBY Management Corp.  
BBBYCF LLC  
BBBYTF LLC  
Bed Bath & Beyond Inc.  
Bed Bath & Beyond of Annapolis Inc.  
Bed Bath & Beyond of Arundel Inc.  
Bed Bath & Beyond of Baton Rouge Inc.  
Bed Bath & Beyond of Birmingham Inc.  
Bed Bath & Beyond of Bridgewater Inc.  
Bed Bath & Beyond of California LLC  
Bed Bath & Beyond of Davenport Inc.  
Bed Bath & Beyond of East Hanover Inc.  
Bed Bath & Beyond of Edgewater Inc.  
Bed Bath & Beyond of Falls Church Inc.  
Bed Bath & Beyond of Fashion Center Inc.  
Bed Bath & Beyond of Frederick Inc.  
Bed Bath & Beyond of Gaithersburg Inc.  
Bed Bath & Beyond of Gallery Place LLC  
Bed Bath & Beyond of Knoxville Inc.  
Bed Bath & Beyond of Lexington Inc.  
Bed Bath & Beyond of Lincoln Park Inc.  
Bed Bath & Beyond of Louisville Inc.  
Bed Bath & Beyond of Mandeville Inc.  
Bed Bath & Beyond of Manhattan Inc.  
Bed Bath & Beyond of Norman Inc.  
Bed Bath & Beyond of Opry Inc.  
Bed Bath & Beyond of Overland Park Inc.  
Bed Bath & Beyond of Palm Desert Inc.  
Bed Bath & Beyond of Paradise Valley Inc.  
Bed Bath & Beyond of Pittsford Inc.  
Bed Bath & Beyond of Portland Inc.  
Bed Bath & Beyond of Rockford Inc.  
Bed Bath & Beyond of St. Louis Inc.  
Bed Bath & Beyond of Towson Inc.  
Bed Bath & Beyond of Virginia Beach Inc.  
Bed Bath & Beyond of Waldorf Inc.  
Bed Bath & Beyond of Woodbridge Inc.  
Bed 'n Bath Stores Inc.  
Buy Buy Baby Inc.  
Buy Buy Baby of Rockville Inc.

Buy Buy Baby of Totowa Inc.  
BWAOLLC  
Chef C Holdings LLC  
Decorist LLC  
Deerbrook Bed Bath & Beyond Inc.  
Harmon of Brentwood Inc.  
Harmon of Caldwell Inc.  
Harmon of Carlstadt Inc.  
Harmon of Franklin Inc.  
Harmon of Greenbrook II Inc.  
Harmon of Hackensack Inc.  
Harmon of Hanover Inc.  
Harmon of Hartsdale Inc.  
Harmon of Manalapan Inc.  
Harmon of Massapequa Inc.  
Harmon of Melville Inc.  
Harmon of New Rochelle Inc.  
Harmon of Newton Inc.  
Harmon of Old Bridge Inc.  
Harmon of Plainview Inc.  
Harmon of Raritan Inc.  
Harmon of Rockaway Inc.  
Harmon of Shrewsbury Inc.  
Harmon of Totowa Inc.  
Harmon of Wayne Inc.  
Harmon of Westfield Inc.  
Harmon of Yonkers Inc.  
Harmon Stores Inc.  
Liberty Procurement Co. Inc.  
Of a Kind Inc.  
One Kings Lane LLC  
San Antonio Bed Bath & Beyond Inc.  
Springfield Buy Buy Baby Inc.

## **SCHEDULE 1(b)**

### **Non-Debtor Affiliate**

BBB Canada Ltd.

BBB Mexico L.L.C.

Bed Bath & Beyond Canada L.P.

Bed Bath & Beyond Mexico S. de R. de C.V.

Harmon of Roxbury, Inc.

Importadora BBBMex S. de R.L. de C.V.

Oak Insurance Company Inc.

Servicios BBBMex S. de R.L. de C.V.

Servicios, S. de R.L. de C.V.

## **SCHEDULE 1(c)**

### **Director/Officer**

Andrisano, Toni-Anne  
Bowen, Marjorie  
Crossen, Laura  
Danzig, Mark  
Dyer, Greg  
Edelman, Harriet  
Foster, Jonathan  
Fratanduono, Camille  
Gove, Sue  
Haddad, Wade  
Kastin, David  
Kim, Susie  
Kirwan, Jeffrey  
Lindblom, Scott  
Lombard, Shelly  
Markoe, Lynda  
Schecter, Joshua  
Shah, Minesh  
Sichel, Bart  
Sirhal, Mara  
Weiss, Andrea  
Wu, Patty  
Yerger, Ann

**SCHEDULE 1(d)**

**Equity Shareholder**

BlackRock Inc.

Vanguard Group Inc., The

## **SCHEDULE 1(e)**

### **Bondholder**

1832 Asset Management LP	Finlabo SIM SpA
AllianceBernstein LP	Flow Traders U.S. LLC
Alta Capital Management LLC	Foxhill Capital Partners LLC
Altrius Capital Management Inc.	Franklin Advisers Inc.
Ameritas Life Insurance Corp. of New York	GIA Partners LLC
APG Asset Management US Inc.	Goldman Sachs Asset Management LP (US)
AQS Asset Management LLC	GSO Capital Partners LP
Aristotle Capital Management LLC	Healthcare of Ontario Pension Plan
Asset Allocation & Management Co. LLC	Highbridge Capital Management LLC
Aviary Capital Enterprises Inc.	Hotchkis & Wiley Capital Management LLC
Banco de Sabadell SA	HSBC Bank PLC
Bank of America Merrill Lynch Proprietary Trading	International City Management Association Retirement Corp.
Barclays Capital Inc.	Invesco Advisers Inc.
Bivium Capital Partners LLC	Invesco Capital Management LLC
BlackRock Advisors LLC	JPMorgan Investment Management Inc.
Blackstone Liquid Credit Strategies LLC	JPMorgan Securities LLC
BlueCrest Capital Management (U.K.) LLP	KSKJ Life American Slovenian Catholic Union
BNP Paribas Asset Management France	Lawson Kroeker Investment Management Inc.
BNP Paribas Securities Corp.	LM Capital Group LLC
BondBloxx Investment Management Corp.	Lombard Odier Asset Management Europe Ltd.
BVK- Beamtenversicherungskasse des Kantons Zurich	MacKay Shields LLC
Cable Car Capital LLC	Manhattan Life Insurance
California Public Employees Retirement System	Manning & Napier Advisors LLC
Canal Insurance Co.	Marathon Asset Management Ltd.
CapitalatWork - Foyer Group (Belgium)	Mellon Investments Corp.
Carillon Tower Advisers Inc.	Millennium Advisors LLC
CastleKnight Management LP	Miller Value Partners LLC
Catholic Family Fraternal of Texas	Mirabaud Asset Management Ltd.
Chartwell Investment Partners LLC	Mont Blanc Capital Management AG
Chicago Capital LLC	Morgan Stanley & Co. LLC
CIGNA Investments Inc.	Murchinson LP
Citigroup Global Markets Inc.	Muzinich & Co. Inc.
Croatian Fraternal Union of America	Napier Park Global Capital (US) LP
CTC Alternative Strategies Ltd.	New Jersey, State of, Division of Investment New York, City of (NY), Comptroller's Office
DBX Advisors LLC	Northern Trust Global Investments Ltd.
Deutsche Bank Securities Inc.	
Diamond Insurance Group Ltd.	
FBL Investment Management Services Inc.	
Fidelity Management & Research Co. LLC	

Northwestern Mutual Investment  
Management Co. LLC  
Nykredit Bank AS  
Oppenheimer Asset Management Inc.  
Pension Reserves Investment Management  
Board  
PFA Asset Management AS  
PGIM Inc.  
Pharus Management SA  
PNC Bank NA  
Russell Investment Management LLC  
Safeway Insurance Group  
Safra Securities LLC  
Seix Investment Advisors LLC  
Selected Funeral & Life Insurance Co.  
SG Americas Securities LLC  
Shlomo Holdings Ltd.  
SMH Capital Advisors LLC  
Squarepoint OPS LLC  
State Street Global Advisors  
SumRidge Partners LLC  
Tennessee Farmers Mutual Insurance Co.  
TOBAM  
UBS Securities LLC  
USA Life One Insurance Co. of Indiana  
Van Eck Associates Corp.  
Verition Fund Management LLC  
Virtus Investment Advisers Inc.  
Western Asset Management Co. LLC  
Zest SA

## **SCHEDULE 1(f)**

### **Debtor Professional**

A&G Realty Partners, LLC  
AlixPartners LLP  
Cole Schotz P.C.  
Kirkland & Ellis LLP  
Kirkland & Ellis International LLP  
Lazard Frères & Co. LLC



## **SCHEDULE 1(g)**

### **Depository Banks**

Banco Popular  
BB&T  
Fifth Third  
First Hawaiian  
JPMorgan  
Key Bank  
Scotia Bank  
SSB/Morgan Stanley  
UBS  
Union Bank  
US Bank  
Wells Fargo

**SCHEDULE 1(h)**

**Freight Provider**

Federal Express

## **SCHEDULE 1(i)**

### **Guarantor**

BBB Canada LP Inc.  
BBB Canada Ltd.  
BBB Value Services Inc.  
BBBY Management Corp.  
BBBYCF LLC  
BBBYTF LLC  
Bed Bath & Beyond Canada LP  
Bed Bath & Beyond Inc.  
Bed Bath & Beyond of California LLC  
Bed 'n Bath Stores Inc.  
Buy Buy Baby Inc.  
BWAOLLC  
Chef C Holdings LLC  
Decorist LLC  
Harmon Stores Inc.  
Liberty Procurement Co. Inc.

## **SCHEDULE 1(j)**

### **Insurance Provider**

Ace Property & Casualty Insurance Co.  
Affiliated FM Insurance Co.  
AIG  
AIG Insurance Co. of Canada  
AIG Specialty Insurance Co.  
Allianz Global Risks US Insurance Co.  
Allied World Specialty Insurance Co.  
Arch Insurance Co.  
Arch Specialty Insurance Co.  
Argonaut Insurance Co.  
Axis Surplus Insurance Co.  
Berkley Assurance Co.  
Berkshire Hathaway Specialty Insurance Co.  
Certain Underwriters at Lloyd's - Syndicate 1183 (Validus)  
Continental Insurance Co.  
Endurance American Insurance Co.  
Factory Mutual Insurance Co.  
Federal Insurance Co.  
FM Global de Mexico SA De CV  
General Security Indemnity Co. of Arizona  
Great American Insurance Co.  
Hudson Insurance Co.  
Insurance Co. of the State of Pennsylvania, The  
Insurance Corp. of British Columbia  
Liberty Surplus Insurance Corp.  
Lloyd's Syndicate 2623 (Beazley Furlonge Ltd.)  
Mercer Insurance Co.  
National Casualty Co.  
National Union Fire Insurance Co. of Pittsburgh PA  
Navigators Insurance Co.  
Ohio Casualty Insurance Co., The  
Old Republic Union Insurance Co.  
Safety National Casualty Corp.  
Safety Specialty Insurance Co.  
Scottsdale Insurance Co.  
Starr Surplus Lines Insurance Co.  
State National Insurance Co. Inc.  
Underwriters At Lloyd's London  
XL Insurance America Inc.  
Zurich American Insurance Co.

## **SCHEDULE 1(k)**

### **Interested Party**

Angelo Gordon  
Ares Management Corp.  
Authentic Brands Group Inc.  
Blue Torch Capital LP  
Centerbridge Partners LP  
Cerberus Capital Management LP  
Citigroup Inc.  
Cohen, Ryan  
CSC Generation Inc.  
Hudson Bay Capital  
Interweave Inc.  
JPMorgan Chase & Co.  
Michaels Stores Inc.  
MidCap Financial LLC  
Putman Investments  
SB360 Capital Partners LLC  
Silver Point Capital LP  
Sleep Country Canada Holdings Inc.  
Sycamore Partners Management LP

## **SCHEDULE 1(I)**

### **Landlord**

0509 CC Ocala Joint Venture	AK-SAR-BEN Village LLC
0534 Pensacola Cordova Land LLC	Alexander's Rego Shopping Center Inc.
101 & Scottsdale LLC	Alexandria Main Mall LLC
1019 Central Avenue Corp.	Almaden Plaza Shopping Center Inc.
12535 SE 82nd Ave LLC	Alpine Cherry Creek LLC
1301 East Gladstone Street Investors LLC	ALTO Northpoint LP
13555 TTN LLC	Amherst Crossing AMA Realty Ventures LLC
168th & Dodge LP	Anna Mscisz Trust
1700 Oxford Drive Partnership	Arapahoe Crossings LP
200-220 West 26 LLC	Arboretum Retail LLC
209-261 Junction Road Madison Investors LLC	ARC ASANDSC001 LLC
2180 Kings Highway DE LLC	ARC BHTVCMI001 LLC
2200 Lohman Ave. LLC	ARC CLORLFL001 LLC
270 Greenwich Street Associates LLC	ARC CLORLFL001 LLC-Lockbox
271 South Broadway LLC	ARC CPFAYNC001 LLC
28th Street Management Co. LLC	ARC PCBIRAL001 LLC
293-305 Route 22 East LLC	ARC PRLAWS001 LLC
31535 Southfield Road LLC	ARC SMWMBFL001 LLC
36 Monmouth Plaza LLC	ARC SSSEBFL001 LLC
3600 Long Beach Road, LLC	ARC TCMESTX001 LLC
4S Commons Partners LLC	ARG BBSCHIL001 LLC
555 9th Street LP	ARG CCALBNMOO1 LLC
5737-5848 North Elizabeth Street Holdings LLC	ARG FSBROWI001 LLC
6034 Azle Avenue LLC	ARG GFBOGKY001 LLC
675 AOA Owner LLC	ARG MPLTRAR001 LLC
81 Associates LLC	ARG PSALBNM001 LLC
A&W Acquisitions LLC	ARG SAABITX001 LLC
ABAH LLC	ARG SPSPRIL001 LLC
Aberdeen Commons Associates LLC	ARG SSSTRPA001 LLC
ABJ Group Advancement TX LLC	ARG TTRALNC001 LLC
Acadia Realty LP	Arrowhead Palms LLC
ACS Fort Smith Pavilion AR LLC	A-S 149 Island Gate Plaza LP
ACS Town Square Shopping Center IN LLC	A-S 156 HQSC LP
AE Holdings I LLC	Asbury Shops LLC
AGC Pacific Coast Plaza LLC	ATT OST Marketplace LLC
Agree 1031 LLC	AVR CPC Associates LLC
Agree Grand Chute WI LLC	B Comm Realty LLC
Agree LP	B33 Erie Marketplace II LLC
Airport Plaza LLC	B33 Maple Grove II LLC
AJG Enterprises LLC	Barrywoods Holdings LLC
	Basser-Kaufman Real Estate

Bayer Development Co. LLC  
Bayshore Mall Partners  
BBB Plaza Associates Ltd.  
BBP Partners LLC  
BCB Group Investments Tramonto  
Marketplace LLC  
BCC II LLC  
Beatty LP  
Bell Tower Shops LLC  
Belleclaire Hotel LLC  
Belz Investco GP  
Benchmark-Clarence Associates LLC  
Benderson 85-1 Trust  
Benderson Properties Inc.  
Berkshire Merrill Road LLC  
BG Monmouth LLC  
BIT Holdings Sixty-Three Inc.  
BIT Investment Twenty Seven LLC  
Bowles Village Center LLC  
Boyer Spring Creek LLC  
Bradenton I LLC  
BRE DDR Fairfax Town Center LLC  
BRE DDR Flatacres Marketplace LLC  
BRE DDR IVA Southmont PA LLC  
BRE DDR Lake Brandon Village LLC  
BRE/Pearlridge LLC  
BREIT Bingo Holdings LLC  
Brentwood Plaza LLC  
Bridgewater Falls Station LLC  
Brighton Mall Associates LP  
Bristol-Warner Investors LLC  
Brixmor Arborland LLC  
Brixmor GA Coastal Landing (FL) LLC  
Brixmor GA Cobblestone Village at St.  
Augustine LLC  
Brixmor GA Delta Center (MI) LLC  
Brixmor GA Fashion Corner LLC  
Brixmor GA Springdale/Mobile LP  
Brixmor GA Westminster LLC  
Brixmor Hale Road LLC  
Brixmor Holdings 6 SPE LLC  
Brixmor Property Owner II LLC  
Brixmor SPE 1 LLC  
Brixmor/IA Delco Plaza LLC  
Brixton Beaumont LLC  
Brixton Rogue LLC

Broadway Belvedere LLC  
Brookwood Capital Partners LLC  
Brown Ranch Properties LP  
Burlington Gateway LP  
BV Southwind LLC  
BV Waco Central Texas Marketplace LLC  
BVA Avenue LLC  
BVA Deerbrook SPE LLC  
BVA Towne Square LLC  
BVA Woodhill LLC  
BVC Oakwood Commons Inc.  
BVCV Union Plaza LLC  
CAC Atlantic LLC  
Cafaro Northwest Partnership, The  
CAL Development LLC  
Caldwell Mooney Partners II LP  
Camden Village LLC  
Candlewood Lake Road LLC  
Canton Corners Ford Road LLC  
Canton Marketplace Owner LLC  
Canyon Park West LLC  
Caparra Center Associates LLC  
Capital Mall Land LLC  
Capstone Marketplace LLC  
Carson Valley Center LLC  
Caruth Acquisition LP  
Castle Ridge Associates  
Casto-Oakbridge Venture Ltd.  
CD 2007-CD5 Ed Noble Parkway LLC  
Center Developments Oregon LLC  
Centerra Retail Shops LLC  
Centerton Square Owners LLC  
Central Mall Port Arthur Realty Holding  
LLC  
Central Shopping Centers CC LLC  
Centre at Deane Hill GP, The  
Centre at Deane Hill LLC, The  
CFH Realty III/Senset Valey LP  
CFH Realty III/Sunset Valley LP  
Champlain Center South Associates LLC  
Chandler Festival SPE LLC  
Chandler Village Center LLC  
Charter Warwick LLC  
Chase Green Mountain LP  
Chenal Place Properties LLC  
Cherry Hill Retail Partners LLC

Chico Crossroads LP  
Christiana Town Center LLC  
Closter Marketplace (EBA) LLC  
CMR LP  
Coastal Grand CMBS LLC  
Cobb Place Property LLC  
Cole MT Folsom CA LP  
Cole San Marcos TX LLC  
College Plaza Station LLC  
Colonies-Pacific LLC, The  
Columbia Square Kennewick LLC  
Columbia Tech Center LLC  
Columbiana Station E&A LLC  
Columbus Town Center II LLC  
Commons at Issaquah Inc.  
Commons at Sugarhouse LC, The  
Concord Investment Co.  
Congressional North Associates LP  
Congressional Plaza Associates LLC  
Conroe Marketplace SC LP  
Coral Sky Retail LLC  
CP Venture Five-AV LLC  
CP Venture Two LLC  
CPC Gateway Plaza LLC  
CPT Arlington Highlands 1 LP  
CPT Louisville I LLC  
CR Hagerstown LLC  
CR Mount Pleasant LLC  
CR Oakland Square LLC  
CR West Ashley LLC  
Credi Chattanooga LLC  
Creekstone Juban I LLC  
Crestview Hills Town Center LLC  
Crocker Park Phase III LLC  
Crossing at 288 Phase 2 Ltd., The  
Crossroads Canada LLC  
Crosswinds St. Pete LLC  
Crystal Mall LLC  
CSHV Woodlands II LP  
CSM West Ridge Inc.  
CT Center S.C. LP  
CTC Phase II LLC  
CVSC LLC  
CW Northridge Plaza LLC  
Dadeland Station Associates  
Daly City Partners I LP

Daly City Serramonte Center LLC  
Dartmouth Marketplace Associates LLC  
Davenport CRG LLC  
DC USA Operating Co. LLC  
DDR Carolina Pavilion LP  
DDR Creekside LP  
DDR Del Sol LLC SE  
DDR Guilford LLC  
DDR Hendon Nassau Park II LP  
DDR Southeast Loisdale LLC  
DDR Southeast Snellville LLC  
DDR Winter Garden LLC  
DDRA Tanasbourne Town Center LLC  
DDRM Shoppes of Ellenwood LLC  
DDRTC Marketplace at Mill Creek LLC  
DDRTC Village Crossing LLC  
De Rito/Kimco Riverview LLC  
Decatur Realty LLC  
Dedham Real Estate Development LLC  
Delco LLC  
Delta & Delta Realty Trust  
DeMoulas Super Markets Inc.  
Denver West Village LP  
Dewcom LLC  
DFG-BBB Monroe LLC  
Dickman & Chernotsky  
Dierbergs Osage Beach LLC  
Dillon Ridge Marketplace III LLC  
DJD Partners 10 LLC  
Dollinger-Ventura Associates  
Dollinger-Westlake Associates  
Donahue Schriber Realty Group LP  
Dong Koo Kim & Jong Ok Kim Family  
Trust, The  
Dorcich-Vidovich  
Dothan Pavilion Group LLC  
Downey Landing SPE LLC  
Downtown Summerlin  
DPEG Fountains LP  
Dreamland of Asheville Associates LLC  
DRP Market Heights Property Owner LLC  
DRP Tulsa Hills Property Owner LLC  
DS Properties 18 LP  
DT University Centre LP  
DTL-SGW LLC  
DTR1C-SGW LLC



DTS Properties LLC  
Duluth (Gwinnett) SSR LLC  
Durango Mall LLC  
E&A Northeast LP  
Eager Road Associates West LLC  
East Chase Properties LLC  
Easton Market LLC  
Eastridge Mall Realty Holding LLC  
Edens Plaza SC Owner LLC  
Edgewood Retail LLC  
Edison BRMA001 LLC  
Edison BRMA002 LLC  
Edison DENJ001 LLC  
Edison EHNJ001 LLC  
Edison NNVA001 LLC  
EIG Grand Island LLC  
EIG Wanamaker LLC  
Elite Development Group LLC  
Elmsford-119 Associates LLC  
Empire East LLC  
Encinitas Town Center Associates I LLC  
Enid Two LLC  
Epps Bridge Centre Property Co. LLC  
Equity One (Florida Portfolio) LLC  
Equity One (Northeast Portfolio) LLC  
Equity One (Southeast Portfolio) LLC  
EREP Broadway Commons I LLC  
Evergreen -1-10 & Ray LLC  
ExchangeRight Value-Add Portfolio 2  
Master Lessee LLC  
F&H Sinclair Properties  
Fairview Shopping Center LLC  
Family Center at Federal Way LLC, The  
Farley Realty Associates  
Federal Realty - Barracks Road (500-2070)  
Federal Realty - Gratiot S.C. (500-1220)  
Federal Realty Investment Trust  
Federal Realty Investment Trust Property  
#1180  
Federal Realty Investment Trust Property  
#1217  
Federal Realty Partners LP  
Federated Associates  
FHS Promenade LLC  
Fidelity Totowa Associates LLC  
Finmarc Wildewood LLC

First Real Estate Investment Trust of New  
Jersey Inc.  
Five Points Revocable Trust  
Flagler SC LLC  
Flemington Retail LLC  
Forest Plaza LLC  
Forum Lone Star LP  
FR Assembly Square LLC  
FR Camelback Colonnade LLC  
Franklin Park SC LLC  
Freedom Group LLC  
Frontier Plaza LLC  
FW Ridge Rock Ltd.  
G&I IX Kildeer LLC  
G&I IX Primrose Marketplace LLC  
G&I VII Carriage Crossing LLC  
G3C Temple LLC  
Gainesville Associates  
Garfield-Southcenter LLC  
Gateway Center Properties II LLC  
Gateway Fairview Inc.  
GBR Holmdel Plaza LLC  
GC Ambassador Courtyard LLC  
Germantown E&A LLC  
GF Valdosta Mall LLC  
GG Midlothian TC LLC  
GG REIF I Gateway LLC  
GGCal LLC  
GK Holiday Village LLC  
GKT Shoppes at Legacy Park LLC  
Glacier 400 Wilbur LLC  
Glimcher SuperMall Venture LLC  
GLP Flint LLC  
GM Realty of Bangor LLC  
Golden Isles Plaza LLC  
Golden Spectrum Property  
Governors SPV LLC  
Governors Square Plaza  
Grand Mesa Center LLC  
Grand Plaza Management LLC  
Grandbridge Real Estate Capital LLC  
Granite Park Retail LLC  
GRE Altamonte LP  
GRE Broadmoor LLC  
Green Ridge Holdings LLC  
Greendale 14 LLC

Greenwich Place Partners LLC  
Grewe LP, The  
Grove Court Shopping Center LLC  
Hamilton Commons TEI Equities LLC  
Hamilton Properties  
Hamilton TC LLC  
Hanes M. Owner LLC  
HART Miracle Marketplace  
Hart TC I-III LLC  
Har-Zait LLC  
Hastings Village Investment Co. LP  
Hawthorne Investors 1 LLC  
HCL Texas Avenue LLC  
HCP Vista Ridge LLC  
Heritage House South LLC  
Heritage Plaza LLC  
Herricks Mineola LLC  
HGREIT Edmondson Road LLC  
Highland Commons Associates LLC  
Hill Management Services Inc.  
Hingham Launch Property LLC  
Hitchcock Plaza LLC  
HLT Partnership LP  
Holmdel GT LP  
Houma LA LLC  
HRTC I LLC  
IA LaQuinta Pavilion LLC  
IA Matthews Sycamore LLC  
IA Sarasota Tamiami LLC  
Ikea Property Inc.  
IMI Huntsville LLC  
Imperial Legacy Enterprises LLC  
Inland Commercial Real Estate Services  
LLC  
Inland National Real Estate Services LLC  
International Speedway Square Ltd.  
IRC Retail Centers  
IRC University Crossings LLC  
Ireland Davie Ltd.  
ISM Holdings Inc.  
I-Southport LLC  
ITAC 192 LLC  
IVT Highlands at Flower Mound LP  
IVT Parke Cedar Park LLC  
Jaydor Bleeker Realty Sub II  
JDN Real Estate Hamilton LP

Jefferson Pointe SPE LLC  
Jeffrey Management Corp.  
Jemal's Boulevard LLC  
Jess Ranch Brea Retail XVI LLC  
JG Elizabeth II LLC  
JLP Kentwood  
JLP-Harvard Park LLC  
JLPK-Orange Park LLC  
JLP-Novii LLC  
Joule Las Palmas Owner LLC  
Jubilee - Cranberry Equity LLC  
Jubilee LP  
Jubilee Square LLC  
KBC Properties  
KDMM LLC  
Keene MZL LLC  
KFT Enterprises No. 2 LP  
Kiemle & Hagood Co.  
Kimco Savannah 185 Inc.  
KIR Brandon 011 LLC  
KIR Bridgewater 573 LLC  
KIR Montgomery 049 LLC  
KIR Pasadena II LP  
KIR Soncy LP  
KIR Tukwila LP  
KMO-361 (Paramus) LLC  
Kraus-Anderson Inc.  
KRG Avondale McDowell LLC  
KRG Cool Springs LLC  
KRG Leesburg Fort Evans LLC  
KRG Livingston Center LLC  
KRG Market Street Village LP  
KRG McDonough Henry Town LLC  
KRG Miami 19th Street II LLC  
KRG New Hill Place LLC  
KRG Plaza Green LLC  
KRG Rivers Edge LLC  
KRG Shops at Moore LLC  
KRG Southlake LLC  
KRG Sunland LP  
KRG Temecula Commons LLC  
KSI Cary 483 LLC  
La Frontera Improvements LLC  
La Habra Westridge Partners LP  
Lake Success Shopping Center LLC  
Lakeline Plaza LLC

Lakes Mall Realty LLC  
Lane Avenue 450 LLC  
LaSalle Shopping Center LLC  
Levin Management Corp.  
LG-BBB LLC  
Lilac19 LP  
Lindale Holdings II LLC  
Lindale Holdings LLC  
Livesey East LLC  
Loja WTP LLC  
LPC Retail Accounting  
LTC Retail LLC  
Lynchburg (Wards Crossing) LLC  
M&D Real Estate LP  
M&J Big Waterfront Market LLC  
M.O.R. Snowden Square Limited  
Partnership  
Macerich Lakewood LP  
Mad River Development LLC  
Magnolia Commons SC LLC  
Main Street at Exton LP  
Mall at Gurnee Mills LLC  
Mall at Potomac Mills LLC  
Manalapan UE LLC  
Manhattan Marketplace Shopping Center  
LLC  
Mansell Crossing Retail LP  
Marin Country Mart LLC  
Marketplace at Vernon Hills LLC  
Marketplace West Partners LLC  
Maverick Investors LLC  
McAllen TX LLC  
McKinley Mall Realty Holding LLC  
MCS-Lancaster De Holding LP  
MCV23 LLC  
MDC Coastal I LLC  
Medistar Parkwest JV Ltd.  
Meridian Kellogg LLC  
Meridian Mall LP  
Metropolitan Life Insurance Co.  
MFC Longview LLC  
MFS Eastgate-I LLC  
MGP IX Properties LLC  
MGP XII Magnolia LLC  
Middletown I Resources LP  
Middletown Shopping Center I LP

Midstate Owner LLC  
M-III Olathe Station Property LLC  
Mishorim Gold Houston LLC  
Mishorim Gold Properties LP  
Mission Valley Shoppingtown LLC  
Mission Viejo Freeway Center  
Mississippi ADP LLC  
ML-MJW Port Chester SC Owner LLC  
MLO Great South Bay LLC  
MM/PG (Bayfair) Properties LLC  
Monroeville SC LP  
Mooresville Crossing LP  
Morris Plains Holding UE LLC  
Mountain Grove Partners LLC  
MP Northglenn LLC  
MS Flowood LP  
MSS Millburn Realty Co.  
NADG/TRC Lakepointe LP  
National Retail Properties LP  
New Plan of West Ridge LLC  
Newbridge LLC  
Newburgh Mall Ventures LLC  
NEWKOA LLC  
NewMarket Square Ltd.  
News Co. LLC  
Newtown Bucks Associates LP  
North Attleboro Marketplace II LLC  
North Massepequa LLC  
North Park Crossing LC  
North Village Associates  
Northeast Holdings LLC  
Northgate Mall Partnership  
Northington Mechanicsburg Investors LLC  
Northville Retail Center Joint Venture LLC  
Northway Mall Properties LLC  
Northwoods III (San Antonio) LLC  
NP Royal Ridge LLC  
NPMC Retail LLC  
NPP Development LLC  
Oak Leaf Property Management LLC  
Oak Street Investment Grade Net Lease  
Fund Series 2021-1 LLC  
Oak Street Investment Grade Net Lease  
Fund Series 2021-2 LLC  
Oakland Iron Works Associates  
Oaks Square Joint Venture

Ogden CAP Properties LLC  
Old Bridge Market Place II LLC  
Olivet Kom LLC  
OLP Champaign Inc.  
Onni Burbank Town Center LLC  
Oracle Plaza LLC  
Orchard Hill Park  
ORF V Sugarcreek Plaza LLC  
ORF VII Felch Street LLC  
ORF VII Pelican Place LLC  
Overton Park Plaza Associates LLC  
Pace - 64 Associates LLC  
Pacific Coast Highway Property LLC  
Pagosa Partners III Ltd.  
Palouse Mall LLC  
Panama City Beach Venture II LLC  
PAPF Dimond LLC  
PAPF Redding LLC  
Pappas Laguna LP  
Paramount JSM at Jenkintown LLC  
Paramount Newco Realty LLC Upland  
Paramount Plaza at Brick LLC  
Park West Village Phase I LLC  
Parkmall LLC  
Parkway Crossing East Shopping Center LP  
Partridge Equity Group I LLC  
Patterson Place Durham LLC  
Pavilions at Hartman Heritage LLC  
Pearland RJR LLC  
Pergament Mall of Staten Island LLC  
Perrysburg Enterprise LLC  
Petoskey Mall Associates LLC  
PGS Burlington  
Pinnacle North II LLC  
Pioneer Hills SPE LLC  
Pittsburgh Hilton Head Associates  
Pivotal 650 California St. LLC  
PL Dulles LLC  
Pleasant Hill Crescent Drive Investors LLC  
PMAT Waterside LLC  
PMH Properties LLC  
Pontiac Mall LP  
Poughkeepsie Plaza Mall LLC  
PP-Gaston Mall LLC  
Premier Centre LLC  
Premium Properties LLC

Prescott Gateway Mall Realty Holding LLC  
Presidential Markets  
Price/Baybrook Ltd.  
PRLHC Annapolis Town Center Parole  
162302  
Promenade Delaware LLC  
Promenade D'Iberville LLC, The  
PRU/Desert Crossing II LLC  
PTC TX Holdings LLC  
PT-USRIF Meridian LLC  
QCM Partners LLC  
Quail Creek Crossing Ltd.  
R&F Garden City LLC  
R.E.D. Capital Management LLC  
R.K. Associates VIII Inc.  
R.K. Middletown LLC  
RAF Jackson LLC  
RAF Johnson City LLC  
RAF Lake Charles LLC  
Rainbow Arroyos Commons LLC  
Rainier Colony Place Acquisitions LLC  
Rainier Summit Woods Acquisitions LLC  
Ramco-Gershenson Properties LP  
Ramsey Interstate Center LLC  
Ranch Town Center LLC  
Rancho Dowlen LLC  
Rancho Texarkana Investors LLC  
Ravid Lake St. Louis II LLC  
RCG-Sparks LLC  
Realty Income Properties 27 LLC  
Redfield Promenade LP  
Redlands Joint Venture LLC  
Regency Centers LP  
Regent Shopping Center Inc.  
Rehoboth Gateway LLC  
Revesco (USA) Properties of Bozeman LP  
Richards Clearview LLC  
Ridge Park Square LLC  
Ridgeport LP  
River Park Properties II  
Riverchase Crossings LLC  
Riverdale Center North LLC  
Riverview Plaza (E&A) LLC  
Riviera Center Properties HITF  
RK Coral Palm Plaza LLC  
RK Hialeah LLC

RK Pembroke Pines LLC  
RK Southington LLC  
Rockaway Town Court LLC  
Rockwall Crossing Ltd.  
Rogers Retail LLC  
ROIC California LLC  
Rolling Hills Plaza LLC  
Ronald Benderson 1995 Trust  
Rosedale Commons LP  
Rosemont 2019 LLC  
Route 206 Northbound LLC  
Roxville Associates  
RPAI Butler Kinnelon LLC  
RPAI King's Grant II LP  
RPAI Lakewood LLC  
RPAI San Antonio Huebner Oaks GP LLC  
RPAI Southwest Management LLC  
RPI Interests II Ltd.  
RPT Realty LP  
RPT Terra Nova Plaza LLC  
RREEF America REIT II Corp. MM  
Running Hill SP LLC  
Ruscio Management LLC  
Rushmore Crossing Associates LLC  
RXR 620 Master Lessee LLC  
S & E Realty Co. Inc.  
Salmar Properties LLC  
Sandusky Pavilion  
Santa Fe Mall Property Owner LLC  
Santa Rosa Town Center  
SanTan MP LP  
Santee Trolley Square 991 LP  
Sanzari 89 Associates LP  
Saul Holdings LP  
Savi Ranch Group LLC  
Sayville Plaza Development Co.  
SBLO Barrett Pavilion LLC  
SCA Tree 1 LLC  
Schnitzer Stephanie LLC  
Scottsdale Fiesta Retail Center LLC  
SDC/Pacific/Youngman-Santa Ana  
Seaview Acquisition LLC  
Sebanc, Allan A.  
Sebanc, Beverly M.  
Section 14 Development Co.  
SEP Augusta LLC

Seritage SRC Finance LLC  
Serota Islip NC LLC  
SF WH Property Owner LLC  
Shadowwood Square Ltd.  
Shelby Corners RE Holdings LLC  
SHI Owner LLC  
Shiloh Venture LLC  
Shoppes at Hamilton Place CMBS LLC,  
The  
Shoppes at Wilton LLC, The  
Shops at Summerlin South LP, The  
Shops of Tupelo LLC, The  
Shreve Center DE LLC  
Shrewsbury Commons  
Siegen Lane Properties LLC  
Sigfeld Realty Marketplace LLC  
Silvertown Inc.  
Simon Property Group LP  
Simsbury Commons LLC  
SIPOC LLC  
Sir Barton Place LLC  
Site C LLC  
Skyway Regional Shopping Center LLC  
SLO Promenade DE LLC  
SM Eastland Mall LLC  
South Frisco Village SC LP  
South Town Owner PR LLC  
SOUTHAVEN TOWNE CENTER II LLC  
Southgate Mall Montana II LLC  
Southridge Plaza LLC  
SP Bossier LLC  
Sparkleberry Square  
SPG Doral Retail Partners LLC  
Spirit VC Victoria TX LLC  
Spring Creek Improvements LLC  
Spring Ridge LP  
Springfield Plaza LLC  
SREIT Palm Beach Lakes Blvd LLC  
SRK Lady Lake 21 SPE LLC  
SRL Crossings at Taylor LLC  
St. Cloud Rainbow Village LLC  
Star-West Chicago Ridge LLC  
Stone Creek Retail LLC  
Stop & Shop Supermarket Co. LLC, The  
Stram Associates  
Strip Delaware LLC, The

Studio City East 93K LLC  
Sunbury Gardens Realty Co.  
Sunmark Property LLC  
Sunnybrook Partners LLC  
Sunrise Mills (MLP) LP  
Sunset & Vine Apartment  
Sunset Hills Owner LLC  
Super LLC  
Surprise Marketplace Holdings LLC  
SVAP II Creekwalk Village LLC  
Sycamore Browns Valley LLC  
Taft Corners Associates  
Talisman Towson LP  
Tamarack Village Shopping Center LP  
Target Jefferson Boulevard LLC  
TCSC LLC  
Telegraph Marketplace Partners II LLC  
TFP Limited Real Estate Development  
THF Harrisonburg Crossings LLC  
THF Shawnee Station LLC  
THF/MRP Tiger Town LLC  
Thoroughbred Village LLC  
TJ Center LLC  
TKG - Manchester Highlands Shopping  
Center LLC  
TKG Biscayne LLC  
TKG Coral North LLC  
TKG Logan Town Centre LP  
TKG Monroe Louisiana 2 LLC  
TKG Mountain View Plaza LLC  
TKG Paxton Towne Center Development  
LP  
TKG Woodmen Commons LLC  
TL Street Marketplace NE LLC  
Totowa UE LLC  
Tower Burlington LLC  
Town & Country (CA) Station LP  
Town Pointe Associates  
TPC Stonewall Investors I LC  
TPP 207 Brookhill LLC  
TPP Bryant LLC  
Trahwen LLC  
TREA NW Forum at Carlsbad Owner LLC  
Truss Realty Co.  
TSO Winchester Station LP  
Tucson Shopping Center LLC

Tyler Broadway/Centennial LP  
UB Stamford LP  
UE 675 Paterson Avenue LLC  
UE 675 Route 1 LLC  
UG2 Solon OH LP  
UH US Lynncroft 2019 LLC  
University Mall Realty LLC  
University of Louisville Real Estate  
Foundation Inc.  
Uptown Group LLC  
Urstadt Biddle Properties Inc.  
US 41 AND I-285 Co. LLC  
US REIF Joliet SC Fee LLC  
USPP Fischer Market Place LLC  
UTC LP  
V & V 224 Ltd.  
V&V Stores Inc.  
Valencia Marketplace I LLC  
Valley and Plainfield Associates LP  
Valley Hills Mall LLC  
Valley Square I LP  
VAM Ltd.  
Vestar Best In The West Property LLC  
VF Center Associates LP  
Village Developers  
W/S Brunswick Properties II LLC  
W/S Hadley Properties II LLC  
W-ADP Harvest Junction OP Owner VIII  
LLC  
Waldorf Shopper's World  
Wallace Real Estate Co.  
Watchung Square Associates LLC  
Water Tower Square Associates  
Waterford Lakes Town Center LLC  
WBP Central Associates LLC  
WCK LC  
Weatherford Dunhill LLC  
Weingarten Nostat Inc.  
Weingarten Realty Investors - Co. 001  
West 64th Street LLC  
Westgate Mall CMBS LLC  
Westminster Crossing East LLC  
Wethersfield Shopping Center LLC  
WF Kingsbury Center LLC  
White Goose LLC  
Whitemak Associates

Whitemak Associates & PREIT  
Whitestone Eldorado Plaza LLC  
Widewaters Group Inc., The  
Willowbrook Town Center LLC  
Will-Ridge Associates LLC  
Windsor Park Estates Silverdale LLC  
WM Acquisition Delaware LLC  
WM Associates LP  
WMG Meadows LLC  
Wood Stone Plano Partners LLC  
Woolbright Wekiva LLC  
WR Partners LLC  
WRG Homestead LLC  
WRI Mueller LLC  
WRI/Raleigh LP  
WRI-URS South Hill LLC  
Wutsboro Associates LLC  
ZP No. 171 LLC

**SCHEDULE 1(m)**

**Lender Advisor**

FTI Consulting Inc.  
M3 Partners LP



## **SCHEDULE 1(n)**

### **Letter of Credit Beneficiary**

Agua Mansa Commerce Phase I  
American Alternative Insurance (BBB)  
American Alternative Insurance (CTS)  
Arch Insurance Co.  
BHF International Ltd.  
Bissell International Trading  
Breville USA Inc.  
Chubb - Federal Insurance  
CIT Group, The/Commercial Services  
Dyson Canada Ltd.  
Dyson Inc.  
JB Hunt Transport Inc.  
Mattel Inc.  
Milberg Factors Inc.  
Monahan Products LLC  
National Cart LLC  
Newell Brands Inc.  
North American Corp. of Illinois  
RXR 620 Master Lessee LLC  
Safety National Casualty  
Sentry Insurance  
Travelers Casualty & Surety Co.  
Trisura Insurance  
United States Fidelity & Guaranty  
Welspun USA Inc.  
Whirlpool Corp.

**SCHEDULE 1(o)**

**Letter of Credit Provider**

Bank of America NA

JPMorgan Chase Bank NA

## **SCHEDULE 1(p)**

### **Litigation**

Abram, Harwick Chya  
AML IP LLC  
Amos, Sadina  
Anderson, Carol  
APS&EE  
Augenbaum, Todd  
Bell, Ema  
Blue Cross Blue Shield (Anthem)  
Burt-Deasy, Kelly  
CA 5-15 West 125th LLC  
CAC Atlantic LLC  
Cahill, Doreen  
California, State of  
Cohen, Judith  
Council for Education & Research on  
Toxics  
Davaco Inc.  
Davis, Chuck  
Decatur Mall  
Design Toscano  
Emcor Facilities Services Inc.  
Environmental Health Advocates  
Floriley Industries  
Fox River Commons  
Frederick, Randall  
Freeman, Alan  
Gastelum, Fernando  
Georgiou, Katerina  
Giebe, Michael  
Hayden, Shadi  
Hess, Donald  
Johnson, Jeffrey  
Kelly, Whitney  
Kingston, Donette  
Lopez, Florencia  
Mediant Communications Inc.  
Munday, Janice  
Newburgh Mall Ventures  
Only Kids Apparel LLC  
Padilla, Elizabeth  
Patrick, Jeremy  
Place Services

Raslavich, Anna  
Reimer, Ruhi  
Richmond, Simon Nicholas  
Sawgrass  
Schaumburg, Village of (IL)  
Si, Pengcheng  
Smith, Patricia  
Spalding, James  
SSS Village at West Oaks  
Systems LLC  
Team Worldwide Corp.  
Topalli, Leutrim  
Waite, Joshua  
Williams & Frost Specialty Group  
World Market of Texas LLC

## **SCHEDULE 1(q)**

### **Office of the United States Trustee**

Alfaro, Adela  
Ardelean, Kirsten K.  
Arendas, Francayne D.  
Artis, Michael  
Bielskie, Lauren  
D'Auria, Peter J.  
Fuentes, Neidy  
Gerardi, David  
Green, Tia  
Hildebrandt, Martha  
Kern, Joseph C.  
Kropiewnicki, Daniel C.  
McGee, Maggie  
Nikolinos, Alexandria  
Oppelt, Tina L.  
Ortiz-Ng, Angeliza  
Schneider, Robert J., Jr.  
Shaarawy, Adam  
Sponder, Jeffrey  
Steele, Fran B.  
Stives, James  
Vara, Andrew  
Ziemer, William J.

## **SCHEDULE 1(r)**

### **Ordinary Course Professional**

AnyBill  
Avalara  
Crowell & Morning LLP  
Deloitte  
Epstein Becker & Green PC  
Faegre Drinker Biddle & Reath LLP  
Greenspoon Marder LLP  
Hill Ward & Henderson PA  
Huth Reynolds LLP  
Jackson Lewis PC  
KPMG  
Lerner David LLP  
Lester Schwab Katz & Dwyer LLP  
Mackay Law Inc.  
McKool Smith  
Morgan Lewis & Bockius LLP  
Norton Rose Fulbright US LLP  
Osler Hoskin & Harcourt LLP  
Perkins Coie LLP  
PricewaterhouseCoopers International Ltd.  
Pryor Cashman  
Riker, Danzig, Scherer, Hyland & Perretti LLP  
Transaction Tax Resources Inc.  
Vintage Law LLC

## **SCHEDULE 1(s)**

### **Secured Lender**

Bank of America NA  
Bank of Montreal  
Capital One NA  
Goldman Sachs Bank USA  
JPMorgan Chase Bank NA  
MUFG Union Bank NA  
PNC Bank NA  
Sixth Street Lending Partners  
Sixth Street Specialty Lending Inc.  
TAO Talents LLC  
TD Bank NA  
Truist Bank  
Webster Bank  
Wells Fargo Bank NA

## **SCHEDULE 1(t)**

### **Trade**

Accenture LLP	Crossmark Inc.
Acosta Inc.	Crystal of America
ActionLink Services LLC	Cuisinart Inc.
Aden & Anais Inc.	Cybersource Corp.
Adobe Systems Inc.	Data Networks
Afa Protective Systems Inc.	Datapipe Inc.
Akamai Technologies Inc.	Davaco Inc.
Apollo Retail Specialists LLC	Deloitte Consulting LLP
Applied Predictive	Design Productions
Appriss Retail	Displaymax Inc.
Artsana USA Inc.	DRM Waste Management Inc.
Assemble Partners	Dyson Canada Ltd.
Atlas Sign Industries Inc.	Dyson Inc.
Babybjorn Inc.	E. Mishan & Sons Inc.
Bay Island LLC	Euro-Line Appliances Inc./CA/VDC
Beachwaver Co., The	Evenflo Co. Inc.
Berkshire Blanket & Home Co. Inc.	Everyday Health Inc.
Blendjet Inc.	Exploramed NC7 Inc.
Blue Yonder Inc.	F 3 Metalworx Inc.
Breville USA Inc.	Facebook Inc.
Bridgetree LLC	Federal Heath Sign Co. LLC
Britax Child Safety Inc.	Federated Service Solutions
Broadridge	First Data Corp. Integrated Pay
Butterblu LLC	Fisher Price Baby Gear
Caliber Americas LLC	Fisher Price Toys
Caraway Home Inc.	Flexprint LLC
Carpenter Co.	Fridababy LLC
Carrier Corp.	Funder America Inc.
CCA & B LLC	GFA Inc.
Cella Inc.	Gibson Overseas Inc.
Centric Software Inc.	Ginsey Industries Inc.
Chain Store Maintenance Inc.	Gotham Technology Group LLC
Cisco Systems Capital Corp.	Granite Telecommunications LLC
CitrusAd International Inc.	Hallmart Collectibles Inc.
Cleary Gottlieb Steen & Hamilton LLP	Halo Innovations Inc.
Comfort Revolution	Halo Innovations Inc./VDC
Comm Works LLC	Hilco Merchant Resources LLC
Commerce Technologies LLC	Himatsingka America Inc.
Commission Junction Inc.	Holt Construction Corp.
Continental Web Press Inc.	Homedics USA LLC
Copper Pearl Inc.	Hudson's Holiday Helpers
Coway USA Inc.	IBM Corp. TR4

IDX LLC  
Inside Edge Commercial Interior Services  
LLC  
Intelligrated Systems LLC  
Intersoft Data Labs Inc.  
Iron Mountain Records Management  
Services  
Itential Inc.  
JB Hunt Transport Inc.  
Jonathan Y Designs Inc.  
KAZ USA Inc. PUR  
KDM POP Solutions Group  
Keeco LLC / Poly-Filled Bed Pillow  
Kepler Group LLC  
Keurig Green Mountain Inc.  
KitchenAid Portable Appliances  
Knot Worldwide Inc., The  
Kone Inc.  
KPMG LLP  
KPRS Construction Services Inc.  
Kreber Inc.  
Krups Rowenta Inc.  
Lennox National Account Services Inc.  
Levtex LLC  
Lifetime Brands Inc.  
Logixal Inc.  
M Booth & Associates LLC  
Madix Inc.  
Manhattan Associates Inc.  
Marlite Inc.  
MCG Architecture  
Merchsource LLC  
Merkle Inc.  
Metro One Loss Prevention Services Group  
Inc.  
Microsoft Online Inc.  
Million Dollar Baby/VDC  
Mirakl Inc.  
Mle Development Ltd.  
Mobile Mini Texas Ltd.  
Modern Space Pacific Services  
Morning Consult LLC, The  
My Move LLC  
Narrativ Co. Inc., The  
National Tree Co.  
Navco Security Systems

NCR Corp.  
Newell Brands Canada ULC/CA/VDC  
Noritake/VDC  
North American Corp.  
NTT America Inc.  
OMI Industries Inc.  
One Network Enterprises Inc.  
Oracle America Inc.  
Pem America Inc.  
Philips Consumer Lifestyle BV  
Ping Identity Corp.  
Pinterest Inc.  
Place Services Inc.  
Premier Workforce Inc.  
PRGX USA Inc.  
Pros Choice Beauty Care Inc.  
Quantum Metric Inc.  
Rackspace Hosting Inc.  
Redwood Supply Chain Solutions  
Resource Plus of North Florida Inc.  
ReStore Capital LLC  
Richards Homewares Inc.  
Riskified Inc.  
RR Donnelley & Sons Co.  
Ryder Integrated Logistics Inc.  
Safavieh Inc.  
Sailpoint Technologies Inc.  
Salesforce.Com Inc.  
Sama Plastics Corp.  
SAS Institute Inc.  
SBC Advertising Ltd.  
Schneider Logistics Inc.  
SF Home Decor LLC  
Sharkninja Operating LLC  
Simply Mommy LLC/Snuggle Me  
Skip Hop Inc.  
Spin Master Inc.  
St. George Distribution Corp.  
Storflex Fixture Corp.  
Studio Mococo LLC  
Sumologic Inc.  
Sun Industrial Inc.  
Sunbeam Products Inc./Calphalon  
Swiftwin Solutions Inc.  
Tata Consultancy Services Ltd.  
Tealium Inc.



Technibilt Ltd.  
Tempur-Pedic North America LLC  
Teradata Corp. Inc.  
Testrite Products Corp.  
Tineco Intelligent Inc.  
Tms Construction Inc.  
Toshiba GCS  
Tyco Integrated Security LLC  
Udisense Inc./Nanit  
United Rentals Inc.  
US Maintenance  
VeriFone Inc.  
Verizon Business Network Services Inc.  
Verizon Wireless Services LLC  
Vornado Air LLC  
Walker Edison Furniture Co. LLC  
Wamsutta  
Werner National LLC  
Wesco Services LLC  
William Carter Co.  
Williams & Frost Specialty Group  
Wilton Industries Inc.  
World Distribution Services  
Wunderkind Corp.  
Yard NYC  
Zadro Inc.  
Zemoga Inc.  
Zipline LLC

**SCHEDULE 1(u)**

**UCC Lien**

American Greetings Corp.  
Dimension Data North America Inc.  
Hallmark Marketing Co. LLC  
JPMorgan Chase Bank NA  
Papyrus-Recycled Greetings Inc.  
Somerset Capital Group Ltd.  
Voxx Accessories Corp.

## **SCHEDULE 1(v)**

### **Unsecured Noteholder**

1832 Asset Management LP  
AllianceBernstein LP (US)  
Alta Capital Management LLC  
Altrius Capital Management Inc.  
Ameritas Life Insurance Corp. of New York  
APG Asset Management US Inc.  
AQS Asset Management LLC  
Aristotle Capital Management LLC  
Asset Allocation & Management Co. LLC  
Aviary Capital Enterprises Inc.  
Banco de Sabadell SA  
Bank of America Merrill Lynch Proprietary Trading  
Barclays Capital Inc.  
Bivium Capital Partners LLC  
BlackRock Advisors LLC  
Blackstone Liquid Credit Strategies LLC  
BlueCrest Capital Management (U.K.) LLP  
BNP Paribas Asset Management France  
BNP Paribas Securities Corp.  
BondBloxx Investment Management Corp.  
BVK- Beamtenversicherungskasse des Kantons Zurich  
Cable Car Capital LLC  
California Public Employees Retirement System  
Canal Insurance Co.  
CapitalatWork Foyer Group SA  
Carillon Tower Advisers Inc.  
CastleKnight Management LP  
Catholic Family Fraternal of Texas  
Chartwell Investment Partners LLC  
Chicago Capital LLC  
CIGNA Investments Inc.  
Citigroup Global Markets Inc.  
Croatian Fraternal Union of America  
CTC Alternative Strategies Ltd.  
DBX Advisors LLC  
Deutsche Bank Securities Inc.  
Diamond Insurance Group Ltd.  
FBL Investment Management Services Inc.  
Fidelity Management & Research Co. LLC

Finlabo SIM SpA  
Flow Traders U.S. LLC  
Foxhill Capital Partners LLC  
Franklin Advisers Inc.  
GIA Partners LLC  
Goldman Sachs Asset Management LP (US)  
GSO Capital Partners LP  
Healthcare of Ontario Pension Plan  
Highbridge Capital Management LLC  
Hotchkis & Wiley Capital Management LLC  
HSBC Bank PLC  
International City Management Association Retirement Corp.  
Invesco Advisers Inc.  
Invesco Capital Management LLC  
JPMorgan Investment Management Inc.  
JPMorgan Securities LLC  
KSKJ Life American Slovenian Catholic Union  
Lawson Kroeker Investment Management Inc.  
LM Capital Group LLC  
Lombard Odier Asset Management Europe Ltd.  
MacKay Shields LLC  
Manhattan Life Insurance  
Manning & Napier Advisers LLC  
Marathon Asset Management Ltd.  
Mellon Investments Corp.  
Millennium Advisers LLC  
Miller Value Partners LLC  
Mirabaud Asset Management Ltd.  
Mont Blanc Capital Management AG  
Morgan Stanley & Co. LLC  
Murchinson LP  
Muzinich & Co. Inc.  
Napier Park Global Capital (US) LP  
New Jersey, State of, Division of Investment  
New York, City of (NY), Comptroller's Office  
Northern Trust Global Investments Ltd.

Northwestern Mutual Investment  
Management Co. LLC  
Nykredit Bank AS  
Oppenheimer Asset Management Inc.  
Pension Reserves Investment Management  
Board  
PFA Asset Management AS  
PGIM Inc.  
Pharus Management SA  
PNC Bank NA  
Russell Investment Management LLC  
Safeway Insurance Group  
Safrá Securities LLC  
Seix Investment Advisors LLC  
Selected Funeral & Life Insurance Co.  
SG Americas Securities LLC  
Shlomo Holdings Ltd.  
SMH Capital Advisors LLC  
Squarepoint OPS LLC  
State Street Global Advisors  
SumRidge Partners LLC  
Tennessee Farmers Mutual Insurance Co.  
TOBAM  
UBS Securities LLC  
USA Life One Insurance Co. of Indiana  
Van Eck Associates Corp.  
Verition Fund Management LLC  
Virtus Investment Advisers Inc.  
Western Asset Management Co. LLC  
Zest SA

## SCHEDULE 1(w)

### Utility Provider

Aberdeen, Town of (NC)	Auburn, Town of
Abilene, City of (TX)	Augusta Utilities Department
AES Indiana	Aurora Water
AES Ohio	Austin, City of (TX)
Aiken, City of (SC)	Autoridad de Acueductos y Alcantarillados (Central)
Alabama Power Co.	Avista
Albuquerque Bernalillo County	Avondale, City of (AZ)
Alderwood Water & Wastewater District	AW Billing Services LLC
Alectra Utilities	Bakersfield, City of (CA)
Alectra Utilities Corp.	Baldwin EMC
Alexandria, City of (LA)	Bangor Natural Gas
Alliant Energy IPL	Bangor Water District
Alliant Energy WP&L	Baton Rouge Water Co.
Alliant Energy WPL	BC Hydro
Altamonte Springs, City of (FL)	BCWSA
Altoona Water Authority	Beaches Energy Services
Ameren Illinois	Beaufort Jasper
Ameren Missouri	Beaumont, City of
American Electric Power	Beaverton, City of
American Water & Energy Savers	Bel Air, Town of (MD)
American Water Works Co. Inc.	Belleville, City of (Ontario)
Ammon, City of (ID)	Bellingham, City of (WA)
Ann Arbor, City of (MI), Water Utilities	Bend, City of (OR), Utilities
Antioch, City of	Benton PUD
Appalachian Power	Berkshire Gas Co.
Apple Valley, City of (MN)	Beverly Hills Water Department
APS	BGE
Aqua Illinois Inc.	Billings, City of (MT)
Aqua Indiana	Bismark, City of (ND), Water Department
Aqua New Jersey	Black Hills Energy
Aqua Ohio Inc.	Boca Raton, City of (FL)
Aqua Pennsylvania	Boise City Utility Billing
Aquarion Water Co. of CT	Bossier City Utilities Department
Arkansas Oklahoma Gas Corp.	Bowling Green Muni Utilities
Arnold Line Water	Boynton Beach, City of (FL)
Asheville, City of (NC)	Bozeman, City of (MT)
Ashwaubenon Water & Sewer Utilities	Bradley, Village of (IL)
ATCO Energy	Braintree Electric Light Department
Atlanta, City of (GA)	Braintree Water & Sewer Department
Atlantic City Electric	Brantford Power Inc.
Atmos Energy	Brantford, City of (Ontario)
Auburn Water District	Brazoria County Mud #6
Auburn, City of	

Brick Township MUA  
Brighton, City of  
BrightRidge  
Bristol Tennessee Essential Service  
Bristol, City of (TN), Finance Department  
Brixmor Holdings 11 SPE LLC  
Brodhead Creek Regional Authority  
Brookfield, City of (WI), Utilities  
Broward County Water & Wastewater Services  
Brunswick Glynn County Joint  
Buena Park, City of (CA)  
Buford, City of (GA)  
Burlington, City of (NC)  
Burlington, Town of  
Butler County Water & Sewer Department  
Butler, Borough of (NJ)  
California Water Service  
California Water Service Co.  
Cambridge, Corporation of the City of (Ontario)  
Canton Township Water Department  
Cape Coral, City of (FL)  
Cape Fear Public Utility Authority  
Capital Electric Cooperative Inc.  
Carbondale Water & Sewer  
Carle Place Water District  
Carroll Electric Cooperative Corp.  
Cary, Town of (NC)  
Cascade Natural Gas  
Caseyville Township Sewer  
Cass County Electric Cooperative  
Cedar Rapids Municipal Utility  
Centerpoint Energy  
Central Arkansas Water  
Central Hudson Gas & Electric Corp.  
Central Maine Power  
Chandler, City of (AZ)  
Charles County Government  
Charleston Water System  
Charlotte, County of (FL), Utilities  
Charlottesville, City of (VA)  
Charter Township of Chesterfield  
Charter Township of Meridian  
Chattanooga Gas  
Chattanooga, City of (TN)

Chesterfield, County of (VA)  
Chicago Ridge, Village of (IL)  
Christiansburg, Town of (VA)  
Chugach Electric Association  
Citizens Energy Group  
Citizens Westfield Utilities  
City Utilities  
City Water, Light & Power  
Clackamas River Water  
Claremont, City of (NC)  
Clark County Water Reclamation District  
Clark Public Utilities  
Clarksville Department of Electricty  
Clarksville Gas & Water  
Clarksville Wastewater Treatment Department  
Clearwater, City of  
Cleco Power LLC  
Cleveland, City of (OH), Division of Water  
Coachella Valley Water District  
Coast EPA  
Cocoa, City of (FL)  
Coeur d'Alene, City of (ID)  
Cole MT San Marcos TX LLC  
College Station Utilities  
Collier County Utilities  
Colonie, Village of (NY), Water District  
Colorado Springs Utilities  
Columbia Gas of Kentucky  
Columbia Gas of Maryland  
Columbia Gas of Ohio  
Columbia Gas of Pennsylvania  
Columbia Gas of Virginia  
Columbia, City of (MO)  
Columbus Water Works  
ComED  
Con Edison  
Concord, City of (NH)  
Connecticut Natural Gas Corp.  
Connecticut Water Co., The  
Conroe, City of (TX)  
Conservice  
Consolidated Edison Co. of NY  
Consolidated Utility District  
Consolidated Waterworks Dist 1  
Consumers Energy

Contra Costa Water District  
Coral Springs Improvement District  
Coralville, City of (IA)  
Core Electric Cooperative  
Corpus Christi, City of (TX)  
Cortlandt, Town of (NY)  
Coserv  
Cowlitz PUD  
CPS Energy  
Crystal Lake, City of (IL)  
Cuivre River Electric Cooperative  
Dakota Electric Association  
Dallas, City of (TX)  
Daly City, City of (CA)  
Danvers, Town of (MA)  
Danvers, Town of (MA), Water & Sewer  
Daphne Utilites  
Dartmouth, Town of (MA)  
Davenport, City of  
Dayton Power & Light Co.  
Daytona Beach, City of (FL)  
Dedham Westwood Water District  
Delmarva Power  
Delray Beach, City of (FL)  
Delta, Charter Township of (MI)  
Denton, City of (TX)  
Denver Water  
Destin Water Users Inc.  
Diberville, City of (MS)  
Dillon, Town of (CO)  
Direct Energy Business LLC  
Direct Energy Regulated Services  
Dixie Electric Cooperative Inc.  
Dominion Energy Inc.  
Dominion Energy Ohio Inc.  
Dominion Energy South Carolina Inc.  
Dominion Energy Virginia Inc.  
Dothan Utilities  
Dothan, City of (AL)  
Downers Grove Sanitary District (IL)  
Downers Grove, Village of (IL)  
Downey, City of (CA)  
DTE Energy Co.  
Dublin San Ramon Services District  
Dubuque, City of (IA)  
Duke Energy Corp.

Duke Energy Corp., Payment Processing  
DuPage County Public Works  
Duquesne Light Co.  
Durham, City of (NC)  
East Brunswick Township Water Sewer  
East Hanover, Town of (NJ)  
East Lampeter, Township of (PA)  
Easton Suburban Water Authority (PA)  
Eastward Energy Inc.  
Edmond, City of (OK)  
El Paso Electric  
El Paso Water Utilities Inc.  
Electric City Utilities  
Elexicon Energy  
Elizabethtown Gas Co.  
Elizabethtown, City of (KY), Utilities  
Elmsford, Village of (NY)  
Enbridge  
Enbridge Gas Distribution Inc.  
Enbridge Gas Inc.  
Energie NB Power  
Energy West Montana Inc.  
Energy+ Inc.  
Engie Resources LLC  
ENMAX  
Enstar Group Ltd.  
Entergy Corp.  
Entergy Texas Inc.  
EPB Ltd.  
EPCOR Electricity Distribution Inc.  
EPCOR Inc.  
Erie, County of (OH), Sewer & Water  
Eugene Water & Electric Board  
Euless, City of (TX)  
Eureka, City of (CA)  
Evergy Inc.  
Eversource Energy  
Fairclough Propane  
Fairfax Water  
Fargo, City of (ND)  
Fayetteville Public Works Commission  
Federal Realty Investment Trust  
First Real Estate Investment Trust  
Flathead Electric Cooperative Inc.  
Flint Electric Membership Corp.  
Florence Utilities Dept.

Florence, City of  
Florida City Gas  
Florida Power & Light Co.  
Florida Power & Light Northwest FL  
Florida Public Utilities Co. Inc.  
Flower Mound, Town of (TX)  
Flowood, City of (MS)  
Fort Bend Co. Water Control &  
Improvement District #2  
Fort Collins Utilities  
Fort Lauderdale, City of (FL)  
Fort Wayne, City of (IN), Water Utilities  
Fort Worth, City of (TX), Water Department  
FortisBC Electricity  
FortisBC Natural Gas  
Foxborough, Town of (MA)  
Frankfort, Village of (NY)  
Franklin, City of (IN), Board of Public  
Works  
Frederick, County of (MD)  
Fredericksburg, City of  
Fredericton, City of (New Brunswick)  
Fresno, City of (CA)  
Frisco, City of (TX)  
Fruitland Mutual Water Co.  
Fruitport, Charter Township of (MI)  
Gainesville Regional Utilities  
Gainesville, City of  
Gas Co., The  
Gastonia, City of (NC)  
Geneva, City of  
Georgia Natural Gas Co.  
Georgia Power Co.  
Gilbert, Town of (AZ)  
Glendale, City of (CA)  
Glendora, City of (CA)  
Glenwood Springs, City of (CO)  
Golden State Water Co.  
Gordons Corner Water Co.  
Government Services Union  
Grand Chute Utilities  
Grand Island, City of (NE), Utilities  
Grand Traverse, County of (MI), Dept. of  
Public Works  
Greater Peoria Sanitary District  
Green Mountain Power Corp.

Greenlawn Water District  
Greensboro, City of (NC)  
Greenville Utilities Commission  
Greenville Water  
Greenwood Sanitation Dept.  
GRI-EQY Presidential Markets LLC  
Gulf Power Co.  
Gulf Shores, City of (AL)  
Gurnee, Village of (IL)  
Hadley, Town of  
Hamilton, Township of (NJ)  
Hardin, County of (KY), Water District #2  
Harker Heights, City of (TX)  
Harpeth Valley Utilities District  
Harrisonburg Electric Commission  
Harrisonburg, City of (VA)  
Hattiesburg, City of (MS)  
Hawaiian Electric Co.  
Helena, City of (MT)  
Hempstead, Town of (NY), Department of  
Water  
Henrico, County of (VA), Utility  
Hernando, County of (FL), Utilities  
Department  
Hialeah, City of (FL)  
Hickory, City of (NC)  
Hill Management Services Inc.  
Hillsborough, County of (FL), Board of  
County Commissioners  
Hingham Municipal Lighting Plant  
Hixson Utility District  
Holland Board of Public Works  
Holland Charter, Township of (MI)  
Honolulu, City & County of (HI)  
Hope Gas  
Hot Springs, City of (AK), Municipal  
Utilities  
Houston, City of (TX)  
Howard, County of  
HRSD  
Huber Heights, City of (OH)  
Humble, City of (TX)  
Hummels Wharf Municipal Authority  
Huntsville, City of (AL), Utilities  
Hurst, City of (TX), Utility Billing  
Hyannis Water System



Hydro One Networks Inc.  
Hydro Ottawa  
Idaho Power  
Illuminating Co., The  
Imperial Irrigation District  
Independence, City of (MO)  
Indian River, County of (FL), Utilities  
Indiana American Water Co Inc.  
Indianapolis Water Co.  
Intermountain Gas Co.  
Iowa American Water  
Irving Energy  
Issaquah, City of (WA)  
Ithaca, City of (NY)  
IVT Parke Cedar Park LLC  
Jackson County Water & Sewerage  
Authority  
Jackson EMC  
Jackson Energy Authority  
Jackson, City of  
Jacksonville, City of (FL)  
JCP&L  
JEA  
Jersey Central Power & Light  
JLP Cranberry Equity LLC  
Johnson City Utility System  
Johnson, County of (KS), Wastewater  
Johnson, County of (KS), Water District 1  
Joliet, City of (IL)  
Joplin, City of (MO)  
Jordan Tax Service Inc.  
Jupiter Town of (FL)  
Kalispell, City of (MT)  
Kamloops, City of (British Columbia)  
Kansas Gas Service  
KCP&L  
Keizer, City of (OR)  
Kennewick, City of (WA)  
Kentucky American Water  
Kissimmee Utility Authority  
Kitchener Wilmot Hydro Inc.  
Kitchener, Corporation of the City of  
(Ontario)  
Kitsap, County of (WA), Public Works  
Knoxville Utilities Board  
La Habra, City of (CA)

La Plata Electric Association Inc.  
Lady Lake, Town of (FL)  
Lafayette, City of  
Lake Apopka Natural Gas District  
Lake Charles, City of (LA)  
Lake Worth, City of  
Lake, County of (OH), Department of  
Utilities  
Lake, County of (OH), Department Public  
Works  
Lakeland, City of (FL)  
Lakewood, City of  
Lakewood, City of (FL), Water District  
Lansing Board of Water & Light  
Las Cruces, City of (NM)  
Lawton, City of (OK), Utility Services  
LCEC  
Lee, County of (FL), Utilities  
Lenoir City Utilities Board  
Leominster, City of (MA)  
Lethbridge, City of (Alberta)  
Lewisville, City of (TX)  
Lexington Fayette Urban County  
Government  
LG&E & KU Energy LLC  
Liberty Utilites  
Liberty Utilities  
Liberty Utilities Co.  
Liberty Utilities Georgia  
Liberty Utilities New Hampshire  
Liberty Utilities New York  
Lincoln Electric System  
Livingston, Town of (NJ)  
Logan, Township of  
London Hydro  
Longmont, City of (CO)  
Longview, City of (WA)  
Los Angeles, City of (CA), Department of  
Water & Power  
Los Angeles, County of (CA)  
Loudoun Water  
Louisville Gas & Electric  
Louisville Water Co.  
Loveland, City of (CO)  
Lubbock, City of (TX)  
Luma Energy

LUS  
Lynchburg, City of (VA), Utility Billing  
Lynnwood, City of (WA)  
Madison Gas & Electric  
Madison Suburban Utility District  
Maine Natural Gas  
Manatee County Utilities Department  
Manchester, Town of  
Mandeville, City of (LA)  
Manhattan, City of (KS)  
Manitoba Hydro  
Mansfield, City of (TX)  
Maple Grove, City of (MN)  
Marietta Power Water  
Marin Municipal Water District  
Marina Coast Water District  
Maritime Electric  
Martin County Utilities  
Maryland American Water  
McKinney, City of (TX)  
Medicine Hat, City of (Alberta)  
Memphis Light Gas & Water Division  
Mequon, City of (WI)  
Merchantville Pennsauken Water  
Meridian, City of  
Mesa, City of (AZ)  
Mesquite, City of (TX)  
Metro Water Services  
Metropolitan Domestic Water Improvement  
District (AZ)  
Metropolitan St. Louis Sewer District  
Metropolitan Utilities District  
Miami Dade Water Sewer Department  
Mid Carolina Electric Cooperative  
Midamerican Energy Co.  
Midamerican Energy Services  
Middle Tennessee Electric  
Middlesex Water Co.  
Midland, City of (MI), Water Department  
Milford Sewer Department  
Milford Water Department  
Mineola, Village of (NY)  
Minnesota Energy Resources  
Mishawaka Utilities  
Missoula, City of (MT)  
Missouri American Water

Modesto Irrigation District  
Monarch Utilities  
Monongahela Power  
Monroe County Water Authority  
Monroe, City of  
Monroeville Municipal Authority  
Monrovia, City of (CA)  
Montana Dakota Utilities Co.  
Montgomery Water Wrks & Sewer  
Moore, City of (OK)  
Morehead City, Town of (NC)  
Morgantown Utility Board  
Moscow, City of (ID)  
Moulton Niguel Water  
Mount Laurel MUA  
Mount Pleasant Waterworks  
MTMSA  
Municipality of Bethel Park  
Myrtle Beach, City of (FL)  
Naperville, City of (IL)  
Nashua Waste Water System  
Nashville Electric Service  
National Exemption Service  
National Fuel Gas Co.  
National Grid  
NB Power  
New Jersey American Water  
New London, City of  
New Mexico Gas Co.  
New York City, City of (NY), Water Board  
New York State Electric & Gas Corp.  
Newburgh, Town of (NY)  
Newmarket Tay Power Distribution Ltd.  
Newport News Waterworks  
Newport, City of  
Newtown Artesian Water Co.  
Nicor Gas  
Nipsco  
NJ Natural Gas Co.  
Noblesville, City of (IN), Utilities  
Normal, Town of (IL)  
Norman, City of (OK)  
North Attleborough Electric Department  
North Attleborough, Town of (MA)  
North Brunswick, Township of (NJ)  
North Little Rock Electric

North Shore Gas  
North Springs Improvement District  
North Wales Water Authority  
Northeast Ohio Region Sewer District  
Northglenn, City of (CO)  
Northville Township Water Department  
Northwestern Energy  
Northwestern Water & Sewer District  
Nova Scotia Power Inc.  
Novec  
Novi, City of (MI)  
NV Energy  
NW Natural  
Oakville Hydro  
Ocala, City of (FL)  
Oceanside, City of (CA)  
Oconee County Water Resources  
O'Fallon, City of (MO)  
OGE  
Ohio Edison  
Okaloosa Gas District  
Oklahoma Electric Cooperative Inc.  
Oklahoma Natural Gas  
Oklahoma, City of (OK)  
Olivenhain Municipal Water District  
Olympia, City of (WA)  
Omaha Public Power District  
Opelika Power Services  
Opelika Utilities  
Orange & Rockland  
Orange County Water Resource  
Commission  
Orange, City of (FL), Utilities  
Orem, City of (UT)  
Orlando Utilities Commission  
Osage Beach, City of (MO)  
Ottawa, City of (Ontario)  
Pacific Gas & Electric Co.  
Pacific Power  
Padre Dam Municipal Water District  
Paducah Power System  
Paducah Water  
Palm Beach, County of (FL), Water Utility  
Department  
Palmetto Electric Cooperative  
Palmetto Utilities Inc.

Paramount Newco Realty LLC  
Paramus, Borough of (NJ)  
Pasadena Water & Power  
Pasadena, City of (CA), Water Department  
Passaic Valley Water Commission  
Pearl River Valley EPA  
Peco Energy  
Peco Payment Processing  
Pedernales Electric Cooperative Inc.  
Peel, Regional Municipality of (Ontario)  
Pembroke Pines, City of (FL)  
Penn Power  
Pennichuck Water  
Pennsylvania American Water  
Pennsylvania Electric Co.  
Peoples  
Peoples Gas  
Peoria, City of (IL)  
Pepco  
Perrysburg, City of (OH)  
Petoskey, City of (MI)  
PG&E  
PGE  
Pharr, City of (TX)  
Phoenix, City of (AZ)  
Piedmont Natural Gas  
Pierce, County of (WA), Sewer  
Pinellas, County of (FL), Utilities  
Pittsfield, City of (MA)  
Plano, City of (TX)  
Plattsburgh, Town of (NY), Water & Sewer  
Plymouth, Town of (MA)  
PNM Resources Inc.  
Port Arthur, City of (TX)  
Portage, City of (IN)  
Portland General Electric Co.  
Portsmouth, City of (VA)  
Potomac Edison Co., The  
PowerStream Energy Services  
PP&L Inc.  
PPL Electric Utilities Corp.  
PPL Utilities  
Prince William County Service Authority  
Inc.  
Promenade Delaware LLC  
PSE&G Co.

PSEG Long Island LLC  
PSNC Energy  
Public Service Co. of North Carolina  
Public Service Co. Of Oklahoma  
Public Utility District 1 Skagit Co.  
Pueblo Board of Waterworks  
Puget Sound Energy Inc.  
Puyallup, City of (WA)  
Queen Creek, Town of (AZ)  
Quincy, City of (IL)  
Raleigh, City of (NC)  
Ramsey Board of Public Works  
Rancho California Water District (CA)  
Rapid City, City of (SD), Utility Billing Office  
Raynham Center Water District  
Realpage Utility Management Inc.  
Red Deer, City of (Alberta)  
Redding, City of (CA)  
Redlands, City of (CA)  
Redwood City, City of (CA)  
Regina, City of (Saskatchewan)  
Rehoboth Beach, City of (DE)  
Reno, City of (NV), Utilities Department  
Rhode Island Energy  
Rib Mountain Sanitary District  
Richmond, City of (VA)  
Riverside Public Utilities  
Riviera Utilities  
Roanoke Gas Co.  
Rochester Gas & Electric Corp.  
Rochester Hills, City of (MI), Water & Sewer  
Rochester Public Utilities  
Rockaway Township Municipal Utility  
Rockland Electric Co.  
Rockwall, City of (TX)  
Rocky Mountain Power Inc.  
Rosemont Commons Delaware LLC  
Roseville, City of (CA)  
Roseville, City of (CA), Water Department  
Round Rock, City of (TX)  
Rutland, City of (VT)  
Sacramento Municipal Utilities District  
Sacramento Municipal Utility District  
Sacramento, County of (CA), Utilities

Saginaw Charter Township Water Department  
Salem, Town of (NH)  
Salt Lake City, City of (UT), Public Utilities  
San Antonio Water System  
San Diego Gas & Electric Co.  
San Dieguito Water District  
San Luis Obispo, City of (CA)  
San Marcos, City of (TX)  
Sandpiper Energy Inc.  
Sandy, City of (UT)  
Santa Clara, City of (CA)  
Santa Cruz, City of (CA), Municipal Utilities  
Santa Fe, City of (NM)  
Santa Margarita Water District  
Santa Rosa, City of (CA)  
Santee Cooper  
Sarasota, County of (FL), Public Utilities  
Saskatoon, City of (Saskatchewan)  
SaskEnergy  
SaskPower  
Savannah, City of (GA)  
Sawnee Electric Membership Foundation Inc.  
SCE&G  
Schaumburg, Village of (IL)  
Schererville, Town of (IN)  
Seacoast Utility Authority  
Seal Beach, City of (CA)  
Seattle, City of (WA)  
Sebring, City of (FL)  
SECO Energy Corp.  
Selma, City of (CA)  
SEMCO ENERGY Gas Co.  
Shenandoah Valley Electric Cooperative Inc.  
Sherman, City of (TX)  
Shreveport, City of (LA)  
Silverdale Water District  
Sioux City (IA)  
Sioux Falls Utilities  
Skokie, Village of (IL)  
Snohomish County Public Utility District  
Socalgas  
Somerville, City of (MA)

South Carolina Electric & Gas  
South Jersey Gas Co.  
Southaven, City of (MS)  
Southeast Gas  
Southern California Edison Co.  
Southern California Gas Co.  
Southern Connecticut Gas Co., The  
Southern Maryland Electric Cooperative  
Inc.  
Southington, Town of (CT)  
Southington, Town of (CT), Water  
Department, Board of Water  
Commissioners  
Southlake, City of (TX), Water Utilities  
Southwest Gas Holdings Inc.  
Southwestern Electric Power Co.  
Sparks, City of (NV)  
Spartanburg Water System  
Spire Inc.  
Spotsylvania, County of (VA), Treasurer  
Spring, Town of (PA)  
Springfield, City of (MO), Utilities  
SRLLC SG Fort Collins LLC  
SRP  
St. Johns, County of (FL), Utility  
Department  
St. Mary's County Metropolitan  
Commission  
St. Petersburg, City of (FL)  
Standard Waste Services  
Stark, County of (OH), Metropolitan Sewer  
District  
Sterling Heights, City of (MI), Water  
Strathcona, County of (Alberta)  
Suffolk County Water Authority Inc.  
Summit Natural Gas of Missouri Inc.  
Summit Township Sewer Authority  
Summit Township Water Authority  
Summit Utilities Arkansas Inc.  
Summit Utilities Oklahoma Inc.  
Sunrise, City of (FL)  
Superior Propane  
Surprise, City of (AZ)  
Tacoma, City of (WA)  
Tacoma, City of (WA), City Treasurer  
Tallahassee, City of (FL)

Tampa Electric Co.  
Taunton Municipal Lighting Plant  
Taylor, City of (MI), Water Department  
TECO Energy Inc.  
Teco Peoples Gas  
Temple, City of (TX)  
TEMUA  
Tennessee American Water Co.  
Terrebonne Parish Consolidated  
Government  
Texarkana Water Utilities  
Texas Gas Service Co. Inc.  
Think Utility Services Inc.  
Thornton, City of (CO)  
Thoroughbred Village  
Tigard, City of (OR)  
Toho Water Authority  
Toledo Edison Co., The  
Toledo, City of (OH), Department of Public  
Utilities  
Tombigbee Electric Power Association  
TOMSA  
Topeka, City Of (KS)  
Toronto Hydro Electric System Ltd.  
Torrance, City of (CA), Utilities  
Totowa, Borough of (NJ)  
Tri-county Electric Cooperative Inc.  
Troy, City of (MI), Water  
Truckee Meadows Water Authority  
Tucson Electric Power Co.  
Tucson, City of (AZ), Utility Lockbox  
Tukwila, City of (WA)  
Tulsa, City of (OK), Utilities  
Tupelo, City of (MS), Water & Light  
Tuscaloosa, City of (AL), Water Sewer  
Twin Falls, City of (ID)  
TXU Electric Co. Inc.  
Tyler, City of (TX)  
UGI Central Penn Gas Inc.  
UGI South  
UGI Utilities Inc.  
United Illuminating Co., The  
United Power Inc.  
United Water Delaware Inc.  
Unitil Corp.  
UNS Gas Inc.

Upland, City Of (CA)  
Urstadt Biddle Properties Inc.  
Utilities Kingston  
Valdosta, City of (CA)  
Vallejo, City of (CA)  
Valparaiso City Utilities  
Vancouver, City of (WA), Utilities  
Veolia Water Delaware  
Veolia Water Idaho  
Veolia Water New Jersey  
Veolia Water New York  
Veolia Water Pennsylvania  
Versant Power  
VGS  
Victor, Town of (NY), Sewer District  
Victoria, City of (TX), Utility Billing Office  
Virginia Natural Gas Inc.  
Visalia, City of (CA)  
Waco, City of (TC), Water Office  
Walker, City of (MI)  
Walla Walla, City of (WA)  
Walton Electric Membership Corp., The  
Ward 2 Water District  
Warner Robins, City of (GA), City Hall  
Washington Gas Light Co.  
Washington, City of (UT)  
Water Tower Square Associates  
Wayne, Township of  
We Energies  
Weatherford, City Of (Tx)  
Webster, City of (TX)  
Weir River Water System  
West Des Moines Water Works  
West Harris, County of (TX), Mud 5  
West Melbourne, City of (FL), City Hall  
West Penn Power Co.  
Western Allegheny, County of (PA),  
Municipal Authority  
Western Virginia Water Authority  
Westland, City of (MI), Water Billing  
Westminster, City of (CA)  
White Lake, Township of (MI), Water  
Department  
Wichita Falls, City of (TX)  
Wichita, City of (KS)  
Wildwood, City of (FL), Water Utility

Williston, Town of (VT)  
Willowbrook, Village of (IL)  
Wilmette, Village of (IL)  
Wilson, City of (NC)  
Wilton, Town of (NY)  
Winnipeg, City of (Manitoba)  
Winston-Salem, City of (NC)  
Winter Garden, City of (FL)  
Wisconsin Public Service Corp.  
Withlacoochee River Electric Cooperative  
Inc.  
Woodbury, City of (MN)  
Woodlands Water Mud# Metro  
Wright Hennepin Cooperative Electric  
Association  
WSSC Water  
Xcel Energy Inc.  
Yorba Linda Water District